



# CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR DONNA BARKLE • MAYOR PRO-TEM TONY HESCH  
COUNCILMEMBERS • KIM DOUGLASS • JASON McKINNEY • TOM PARNHAM



***Mayor Barkle will telecommute from  
128 S. Foresthill St. Colfax, CA 95713***

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## REGULAR MEETING AGENDA

**CLOSED SESSION at 5:30pm   September 25, 2013 • REGULAR SESSION at 7:00pm**

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Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

### 1) OPENING of CLOSED SESSION

- A. Call to Order
- B. Roll Call

### 2) PUBLIC COMMENT – CLOSED SESSION ITEMS

### 3) CLOSED SESSION AGENDA

- A. Public employee employment pursuant to Government Code Section 54957  
Title of position to be filled: City Manager
- B. Conference with Labor Negotiators pursuant To Government Code Section 54957.6 Employee  
Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local  
39 City's Designated Representative: Gabe Armstrong
- C. Conference With Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to  
Government Code Section 54956.9(c), 1 case
- D. Conference with Legal Counsel- Anticipated Litigation: Significant exposure to litigation pursuant to  
Government Code Section 54956.9(b), 1 case

### 4) OPENING of REGULAR SESSION

- A. Pledge of Allegiance
- B. Roll Call
- C. Announcement of Action Taken in Closed Session
- D. Approval of Agenda Order

- a. This is the time for changes to the agenda to be considered including removal, postponement, or change to agenda sequence.

**RECOMMENDED ACTION:** By motion, accept the agenda as presented or amended.

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or make profane or threatening remarks to any member of the Council, staff, or general public. No person shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping, or other acts that unreasonably disturb, disrupt, delay or otherwise impede the orderly conduct of the Council meeting. Except as allowed by rules of order, a Councilmember or staff member shall not by conversation or other means delay the Council proceedings or disturb any other Councilmember or staff member while speaking.

## 5) COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of general information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

## 6) PRESENTATIONS

## 7) CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City Clerk.

AGENDA ITEM	RECOMMENDED ACTION
A. Minutes: September 11, 2013	<i>Receive and File</i>
B. Cash Balance Summary: August 31, 2013	<i>Receive and File</i>
C. Consider adopting Resolution No. 39-2013: A Resolution of the City Council of the City of Colfax approving a tentative agreement with I.U.O.E. Stationary Engineers Local 39 modifying the terms of the existing memorandum of understanding and extending its term until December 31, 2015	<i>Adopt Resolution No. 39-2013</i>

## 8) PUBLIC COMMENT

At this time, members of the audience are permitted to address the Council on matters of concern to the public that are not listed on this agenda. Please make your comments as brief as possible. Comments should not exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

## 9) PUBLIC HEARING

## 10) COUNCIL BUSINESS

- A. Consideration of Adoption of Resolution No. 40-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The City To Enter Into An Agreement For Services With Laurin Associates, A Division Of Raney Planning & Management, Inc. To Update The City's Housing Element  
**Recommended Action:** Review project proposals, provide Staff with additional direction and Adopt Resolution 40-2013
- B. Conduct discussion regarding the City's standard form agreements.  
**Recommended Action:** Conduct discussion and direct staff
- C. Conduct Discussion about Adopting City Council Policies and Procedures.  
**Recommended Action:** Conduct discussion and direct staff
- D. Opportunity for Colfax Citizens to provide input regarding recruitment and selection of City Manager.  
**Recommended Action:** Conduct discussion and provide direction to staff

## 11) ADJOURNMENT

Agenda Posted at Colfax City Hall  
and Colfax Post Office locations September 20, 2013.



Karen Pierce, City Clerk

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Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to said public hearing.

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Minutes  
City Council Meeting  
September 11, 2013

**1. OPENING**

Mayor Barkle called the meeting to order at 5:45pm.

Present and answering roll call were Council members Douglass, Parnham, McKinney and Mayor Barkle.

Council member Hesch was absent due to a family emergency.

**2. PUBLIC COMMENT**

There was no public comment

**3. CLOSED SESSION**

Mayor Barkle called the closed session to order at 5:45pm

A. Conference With Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Government Code Section 54956.9(c), 1 case

B. Public employee employment pursuant to Government Code Section 54957  
Title of position to be filled: City Manager

Mayor Barkle closed the closed session at 6:52pm.

**4. OPENING AND AGENDA APPROVAL**

Mayor Barkle called the regular meeting to order at 6:57pm.

Frank Klein led the Pledge of Allegiance

Mayor Barkle stated that there was no reportable action taken in Closed Session.

A motion was made by councilman McKinney and seconded by councilman Parnham to approve the agenda as presented. The motion was passed by the following vote:

AYES: Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT: Hesch

ABSTAIN:

**5. CITY COUNCIL COMMITTEE REPORTS**

Councilman Douglass gave update on Bio-mass

**6. INFORMATION REPORTS FROM STAFF AND OTHERS**

Interim City Manager, Gabe Armstrong reported on the following:

- Updated council on the Digital Billboards that have been installed
- New DiscFilters are being installed at the WWTP
- The fire at the Freight Building is under investigation
- He will miss the October 9 city council meeting. City Attorney, Mick Cabral will be able to answer any questions that may come up.

Sgt. Ty Conners updated council on fire at Freight Building, progress on move to Courthouse building, and progress on Skate Park.

City Clerk, Karen Pierce updated council on upcoming events:

- Railroad Days will be on October 5 & 6
- Preliminary application for Winterfest being hosted by the Colfax Lions Club on December 14.

## 7. CONSENT AGENDA

AGENDA ITEM	ACTION TAKEN
A. Minutes: August 28, 2013	<i>Receive and File</i>
B. Consideration of Adoption of Resolution No. 37-2013: A Resolution of the City Council of the City of Colfax Rejection the Claim of Brooklyn's West Deli	<i>Adopt Resolution No. 37-2013</i>
C. Consideration of Adoption of Resolution No. 38-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The Interim City Manager To Execute And Record A Notice Of Completion For The Sewer Pump Scada Communications And Server, City Project # 11-01.05	<i>Adopt Resolution No. 38-2013 And direct City Clerk to file Notice of Completion</i>

A motion was made by councilman McKinney and seconded by councilman Parnham to approve the consent agenda as presented. The motion was passed by the following vote:

AYES: Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT: Hesch

ABSTAIN:

## 8. PRESENTATION

**9. PUBLIC COMMENT**

Don Nelson, County Resident on Grandview Way read thank you letter to the City Council regarding work that has been done on the Grandview Way road repair.

David Green, VFW President noted that council was invited to recent event at the VFW and no member of the council attended.

**10. PUBLIC HEARING**

**11. COUNCIL BUSINESS**

**A. Consideration of Approval of Ball field and Splash Park surveillance system**  
Interim City Manager, Gabe Armstrong went over the staff report. A motion was made by councilman McKinney and seconded by councilman Parnham to approve the purchase and installation of surveillance systems for both the ballpark and splash Park area. The motion was passed by the following vote:

AYES: Douglass, Parnham, McKinney and Mayor Barkle

NOES:

ABSENT: Hesch

ABSTAIN:

Sgt. Ty Conners introduced Deputy Robert Clark who has recently transferred into the Colfax Sub-Station. Deputy Clark spoke to council.

**B. Conduct Discussion about Adopting City Council Policies and Procedures.**  
Councilman McKinney went over the staff report and policies and procedures section 1-3. Council discussed. There was no public comment.

**C. Conduct discussion and solicit public comments and suggestions for recruitment of a City Manager.**  
There was no public comment.

**D. Conduct discussion regarding the City's standard form agreements.**  
Tabled until future council meeting.

**12. ADJOURNMENT**

Being no further business to come before council by voice vote the meeting was adjourned at 7:21pm.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 25, 2013 COUNCIL MEETING

**FROM:** Laurie Van Groningen, Finance Director

**PREPARED:** September 17, 2013

**SUBJECT:** Cash Balance Summary: August 31, 2013

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**RECOMMENDED ACTION:** Receive and File

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### **ISSUE STATEMENT AND DISCUSSION:**

The new graph (provided for last time last month) for the general fund unassigned cash has been updated to show the current year (FY204) trend in comparison to the previous fiscal year (FY2013).

Note: Total cash balance for the City includes \$1,000,000 loan from Placer County for cash flow on the Pond 3 Liner project. This amount is reflected in Fund 560. Repayment to the County of this loan will be made when final reimbursements are received on the project from the State Water Board.

### **FINANCIAL AND/OR POLICY IMPLICATIONS**

### **SUPPORTING DOCUMENTS**

1. Graph - General Fund Unassigned Cash Analysis – August 2013
2. Cash Summary – August 2013
3. Cash Transaction Report – August 2013
4. Check Register – Accounts Payable – August 2013
5. Daily Cash Summary Report – August 2013

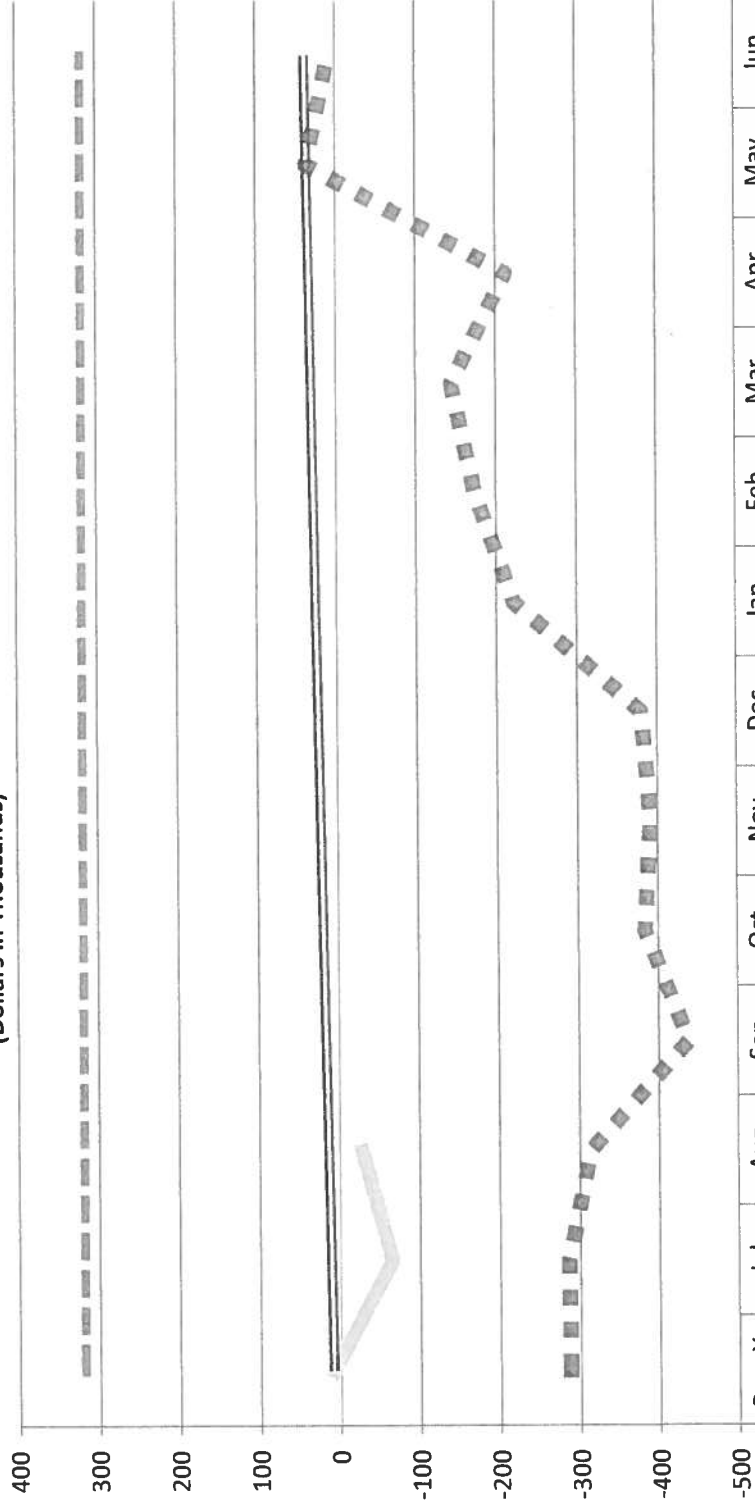
### **COMMITTEE RECOMMENDATION**

This report was not discussed by any committee.

# City of Colfax - August 2013

## General Fund Unassigned Cash Analysis

(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2014	9	-65	-28				(380)	(221)	(173)	(144)	(212)	37	9
Cash Balance FY2013	(287)	(286)	(314)	(438)	(383)	(391)	(380)	(221)	(173)	(144)	(212)	37	9
Reserves Target 25%	319	319	319	319	319	319	319	319	319	319	319	319	319
Budget FY2014	9	12	14	17	19	22	24	27	29	32	34	37	39



**City of Colfax  
Cash Summary  
August 31, 2013**

	Balance 07/31/2013	Debits	Credits	Transfers	Balance 08/31/2013
US Bank	\$ 42,708.89	\$ 490,315.37	\$ (187,158.24)	\$ (100,000.00)	\$ 245,866.02
LAIF	\$ 919,524.11	\$ -		\$ 100,000.00	\$ 1,019,524.11
LAIF - County Loan	\$ 1,000,000.00			\$ -	\$ 1,000,000.00
Total Cash - General Ledger	<u>\$ 1,962,233.00</u>	<u>\$ 490,315.37</u>	<u>\$ (187,158.24)</u>	<u>\$ -</u>	<u>\$ 2,265,390.13</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 1,962,533.00</u>	<u>\$ 490,315.37</u>	<u>\$ (187,158.24)</u>	<u>\$ -</u>	<u>\$ 2,265,690.13</u>

**Change in Cash Account Balance - Total**

**\$ 303,157.13**

**Attached Reports:**

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (101,975.98)
3. Cash Receipts - Daily Cash Summary Report	\$ 347,394.92
	\$ -
Payroll Checks and Tax Deposits	\$ (42,315.16)
Utility Billings - Receipts	\$ 100,201.24
Bank Service Charges	\$ (147.89)
	<u>\$ 303,157.13</u>

Prepared by:

Valentina Sutton / Y. Van Groningen  
Laurie Van Groningen, Finance Director

Reviewed by:

Gabe Armstrong  
Gabe Armstrong, Interim City Manager

# City of Colfax

## Cash Transactions Report - August 2013

	Beginning Balance	Debit (Revenues)	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 270,272.13	\$ 77,236.79	\$ (39,482.00)	\$ 308,026.92
Fund: 120 - Land Development Fees	\$ 9,783.30	\$ 5,000.00	\$ (4,914.46)	\$ 9,868.84
Fund: 570 - Garbage Fund	\$ (345,312.01)	\$ -	\$ (472.50)	\$ (345,784.51)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ (65,256.58)</b>	<b>\$ 82,236.79</b>	<b>\$ (44,868.96)</b>	<b>\$ (27,888.75)</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 571 - AB939 Landfill Oversion	\$ 30,767.26	\$ -	\$ -	\$ 30,767.26
Fund: 572 - Landfill Post Closure Mainten	\$ 736,365.65	\$ -	\$ (2,804.65)	\$ 733,561.00
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 767,132.91</b>	<b>\$ -</b>	<b>\$ (2,804.65)</b>	<b>\$ 764,328.26</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 8,409.45	\$ -	\$ -	\$ 8,409.45
Fund: 211 - Mitigation Fees - Drainage	\$ 2,975.89	\$ -	\$ -	\$ 2,975.89
Fund: 212 - Mitigation Fees - Trails	\$ 45,624.21	\$ -	\$ -	\$ 45,624.21
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 93,045.82	\$ -	\$ -	\$ 93,045.82
Fund: 214 - Mitigation Fees - City Bldgs	\$ 444.45	\$ -	\$ -	\$ 444.45
Fund: 215 - Mitigation Fees - Vehicles	\$ 230.24	\$ -	\$ -	\$ 230.24
Fund: 217 - Mitigation Fees - DT Parking	\$ 25,986.66	\$ -	\$ -	\$ 25,986.66
Fund: 218 - Support Law Enforcement	\$ (31,714.88)	\$ 31,714.88	\$ -	\$ -
Fund: 236 - CDBG Revitalization Zone	\$ (0.00)	\$ 3,500.00	\$ (2,362.80)	\$ 1,137.20
Fund: 241 - CDBG Housing Rehabilitation	\$ 124,880.00	\$ -	\$ -	\$ 124,880.00
Fund: 244 - CDBG MicroEnterprise Lending	\$ 81,696.14	\$ 300.00	\$ -	\$ 81,996.14
Fund: 250 - Streets - Roads/Transportation	\$ (16,068.80)	\$ -	\$ (10,438.02)	\$ (26,506.82)
Fund: 253 - Gas Taxes	\$ 45,743.99	\$ 6,284.94	\$ (1,465.71)	\$ 50,563.22
Fund: 270 - Beverage Container Recycling	\$ 28,908.82	\$ -	\$ -	\$ 28,908.82
Fund: 280 - Oil Recycling	\$ 1,878.78	\$ -	\$ (302.03)	\$ 1,576.75
Fund: 286 - Bricks	\$ 5,221.98	\$ -	\$ -	\$ 5,221.98
Fund: 292 - Fire Department Capital Funds	\$ 27,114.78	\$ -	\$ -	\$ 27,114.78
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 444,377.53</b>	<b>\$ 41,799.82</b>	<b>\$ (14,568.56)</b>	<b>\$ 471,608.79</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 344 - PROP 40 Capital Projects	\$ (319,587.50)	\$ -	\$ (412.50)	\$ (320,000.00)
Fund: 350 - Streets Improvements Projects	\$ 221,553.47	\$ 7,936.00	\$ (11,539.30)	\$ 217,950.17
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (98,034.03)</b>	<b>\$ 7,936.00</b>	<b>\$ (11,951.80)</b>	<b>\$ (102,049.83)</b>
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>				
Fund: 560 - Sewer	\$ 178,587.73	\$ 70,087.37	\$ (52,972.46)	\$ 195,702.64
Fund: 561 - Sewer Liftstations	\$ 373,000.57	\$ 11,951.05	\$ (6,475.70)	\$ 378,475.92
Fund: 563 - Wastewater Treatment Plant	\$ 497,030.99	\$ 27,207.75	\$ -	\$ 524,238.74
Fund: 565 - General Obligation Bond 1978	\$ 22,019.13	\$ 236.30	\$ -	\$ 22,255.43
Fund: 567 - Inflow & Infiltration	\$ 503,661.66	\$ 329.01	\$ -	\$ 503,990.67
<b>Fund Type: 2.11 - Enterprise Funds - Unassigni</b>	<b>\$ 1,574,300.08</b>	<b>\$ 109,811.48</b>	<b>\$ (59,448.16)</b>	<b>\$ 1,624,663.40</b>
<b>Fund Type: 2.14 - Enterprise Funds - Restricted</b>				
Fund: 569 - Pond 3 Lining- I&I Repair	\$ (660,483.30)	\$ 205,939.00	\$ (11,200.95)	\$ (465,745.25)
<b>Fund Type: 2.14 - Enterprise Funds - Restrict</b>	<b>\$ (660,483.30)</b>	<b>\$ 205,939.00</b>	<b>\$ (11,200.95)</b>	<b>\$ (465,745.25)</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 196.39	\$ 42,592.28	\$ (42,315.16)	\$ 473.51
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 196.39</b>	<b>\$ 42,592.28</b>	<b>\$ (42,315.16)</b>	<b>\$ 473.51</b>
<b>Grand Totals:</b>	<b>\$ 1,962,233.00</b>	<b>\$ 490,315.37</b>	<b>\$ (187,158.24)</b>	<b>\$ 2,265,390.13</b>

*Note: Fund Type 2.11 Enterprise Funds - Unassigned includes loan from Placer County in the amount of \$1,000,000.00.*

# Check Register Report

Accounts Payable - August 2013

Date: 09/17/2013

Time: 3:00 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>							
49356	08/08/2013	Reconciled		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	7.80
49357	08/08/2013	Reconciled		01500	ANDERSON'S SIERRA	SPLASHPARK SUPPLIES	20.49
49358	08/08/2013	Reconciled		01650	AQUA SIERRA CONTROLS INC.	SCADA SYSTEM	6,460.95
49359	08/08/2013	Reconciled		03145	CAPITOL CLUTCH & BRAKE, INC.	77 CHEVY REPAIR	225.35
49360	08/08/2013	Reconciled		04234	DE LANG LANDEN	COPY MACHINE CONTRACT	170.93
49361	08/08/2013	Reconciled		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE WASTEWATER	145.60
49362	08/08/2013	Reconciled		11130	KRUGER, INC.	CHEMICALS	496.73
49363	08/08/2013	Reconciled		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUN '13	1,279.00
49364	08/08/2013	Reconciled		16009	SEAN PATRICK	WWTP CONSULTING JUL '13	665.00
49365	08/08/2013	Reconciled		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL FEES JUL '13	11,433.75
49366	08/08/2013	Reconciled		16035	PG&E	UTILITIES JULY '13	17,612.52
49367	08/08/2013	Reconciled		18400	RIEBES AUTO PARTS	SUPPLIES JUL '13	139.53
49368	08/08/2013	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTING JUL '13	4,013.75
49369	08/08/2013	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET/PHONE CITY HALL	222.13
49370	08/16/2013	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS	361.83
49371	08/16/2013	Reconciled		02084	BRIGIT BARNES	PLANNING SERVICES JUL '13	11,092.21
49372	08/16/2013	Reconciled		03122	CALIFORNIA ENVIRONMENTAL	WWTP CHEMICALS	5,612.23
49373	08/16/2013	Reconciled		08075	HARRIS INDUSTRIAL GASES	COMPRESSED OXYGEN	52.80
49374	08/16/2013	Reconciled		08170	HILLS FLAT LUMBER CO	SUPPLIES	425.22
49375	08/16/2013	Reconciled		08660	HUNT AND SONS, INC.	GASOLINE PUBLIC WORKS	170.42
49376	08/16/2013	Reconciled		11130	KRUGER, INC.	WWTP SUPPLIES	59.03
49377	08/16/2013	Reconciled		16162	PLACER COUNTY CLERK-RECORDER	NOTICE OF EXEMPTION MCDONALDS	50.00
49378	08/16/2013	Printed		18193	RECOLOGY AUBURN PLACER	DELINQUENT GARBAGE PAYMENT	170.96
49379	08/16/2013	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET CORP YARD	47.95
49380	08/16/2013	Reconciled		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUL '13	864.06
49381	08/22/2013	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CORP YARD/CITY HALL	216.08
49382	08/22/2013	Reconciled		02863	BT CONSULTING	POND 3 LINER JUL '13	250.00
49383	08/22/2013	Reconciled		07570	GRAINGER	NEW KEY SYSTEM	1,155.63
49384	08/22/2013	Reconciled		16139	PLACER COUNTY ADMINISTRATIVE	ANIMAL CONTROL 7/1/13-9/30/13	6,173.65
49385	08/22/2013	Reconciled		18010	RACO MANUFACTURING	ALARM SERVICE 8/1/13-11/1/13	241.88
49386	08/22/2013	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX RENTAL	1,150.00
49387	08/22/2013	Printed		18900	SACRAMENTO AREA COUNCIL OF	2013/2014 MEMBERSHIP	231.00
49388	08/22/2013	Reconciled		19279	SERVICE ENGINEERING	WWTP MAINTENANCE	680.00
49389	08/22/2013	Reconciled		23101	LARRY WALKER	NPDES/POND 3 LINER JUL '13	3,162.00
49390	08/22/2013	Reconciled		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	182.95
49391	08/29/2013	Printed		01766	AT&T MOBILITY	CELL PHONES JUL '13	369.58
49392	08/29/2013	Reconciled		05500	EXTRA MILE DELIVERY SERVICE	WWTP TESTING	465.00
49393	08/29/2013	Printed		30030	RON GADREAU	TAX ROLLS REFUND	2,169.71
49394	08/29/2013	Printed		30029	JEAN-CLAUDE MALLEIN	UTILITY BILLING REFUND	210.00
49395	08/29/2013	Printed		14370	NTU TECHNOLOGIES, INC	WWTP CHEMICALS	2,101.63
49396	08/29/2013	Printed		16040	PITNEY BOWES	POSTAGE	500.00
49397	08/29/2013	Printed		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO PHONE JUL '13	147.00
49398	08/29/2013	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JUL '13	20,732.80
49399	08/29/2013	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE DEPOT	36.83

Total Checks: 44

Checks Total (excluding void checks):

101,975.98

Total Payments: 44

Bank Total (excluding void checks):

101,975.98

Total Payments: 44

Grand Total (excluding void checks):

101,975.98

# DAILY CASH SUMMARY REPORT

08/01/2013 - 08/31/2013

Page: 1  
9/12/2013  
4:14 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>							
79737	1	08/01/2013	CR	100-000-1000	726.50	0.00	726.50
79742	1	08/01/2013	CR	100-000-1000	100.00	0.00	100.00
79742	3	08/01/2013	CR	100-000-1000	60.00	0.00	60.00
79742	5	08/01/2013	CR	100-000-1000	2,528.85	0.00	2,528.85
79742	7	08/01/2013	CR	100-000-1000	500.00	0.00	500.00
79742	9	08/01/2013	CR	100-000-1000	2,081.00	0.00	2,081.00
79742	11	08/01/2013	CR	100-000-1000	92.00	0.00	92.00
79742	13	08/01/2013	CR	100-000-1000	43.75	0.00	43.75
79742	15	08/01/2013	CR	100-000-1000	49.50	0.00	49.50
<b>08/01/2013</b> Daily Totals					<b>6,181.60</b>	<b>0.00</b>	<b>6,181.60</b>
79738	1	08/05/2013	CR	100-000-1000	64.50	0.00	64.50
79739	1	08/05/2013	CR	100-000-1000	193.75	0.00	193.75
79743	3	08/05/2013	CR	100-000-1000	1,000.00	0.00	1,000.00
79743	7	08/05/2013	CR	100-000-1000	90.00	0.00	90.00
79743	9	08/05/2013	CR	100-000-1000	61.00	0.00	61.00
79743	11	08/05/2013	CR	100-000-1000	69.75	0.00	69.75
79744	1	08/05/2013	CR	100-000-1000	61.00	0.00	61.00
79744	3	08/05/2013	CR	100-000-1000	61.00	0.00	61.00
79746	1	08/05/2013	CR	100-000-1000	12,124.34	0.00	12,124.34
79746	3	08/05/2013	CR	100-000-1000	0.00	57.18	-57.18
79746	5	08/05/2013	CR	100-000-1000	1,529.92	0.00	1,529.92
<b>08/05/2013</b> Daily Totals					<b>15,255.26</b>	<b>57.18</b>	<b>15,198.08</b>
79740	1	08/07/2013	CR	100-000-1000	137.10	0.00	137.10
<b>08/07/2013</b> Daily Totals					<b>137.10</b>	<b>0.00</b>	<b>137.10</b>
79741	1	08/08/2013	CR	100-000-1000	83.50	0.00	83.50
<b>08/08/2013</b> Daily Totals					<b>83.50</b>	<b>0.00</b>	<b>83.50</b>
79745	1	08/12/2013	CR	100-000-1000	469.97	0.00	469.97
79745	7	08/12/2013	CR	100-000-1000	20.00	0.00	20.00
79745	11	08/12/2013	CR	100-000-1000	20.00	0.00	20.00
<b>08/12/2013</b> Daily Totals					<b>509.97</b>	<b>0.00</b>	<b>509.97</b>
79747	1	08/15/2013	CR	100-000-1000	115.60	0.00	115.60
79748	1	08/15/2013	CR	100-000-1000	23.91	0.00	23.91
79749	1	08/15/2013	CR	100-000-1000	150.00	0.00	150.00
79749	3	08/15/2013	CR	100-000-1000	100.00	0.00	100.00
79749	5	08/15/2013	CR	100-000-1000	10.00	0.00	10.00
<b>08/15/2013</b> Daily Totals					<b>399.51</b>	<b>0.00</b>	<b>399.51</b>
79802	1	08/19/2013	CR	100-000-1000	42.35	0.00	42.35
79803	1	08/19/2013	CR	100-000-1000	60.00	0.00	60.00
79803	3	08/19/2013	CR	100-000-1000	122.25	0.00	122.25
79803	5	08/19/2013	CR	100-000-1000	1,179.09	0.00	1,179.09
<b>08/19/2013</b> Daily Totals					<b>1,403.69</b>	<b>0.00</b>	<b>1,403.69</b>
79837	1	08/21/2013	CR	100-000-1000	46,300.00	0.00	46,300.00

Limited to include: JE Types of: CR

# DAILY CASH SUMMARY REPORT

08/01/2013 - 08/31/2013

Page: 2  
9/12/2013  
4:14 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
08/21/2013								
Daily Totals					46,300.00	0.00	46,300.00	
79838	1	08/22/2013	CR	100-000-1000	999.79	0.00	999.79	
79839	1	08/22/2013	CR	100-000-1000	69.75	0.00	69.75	
79841	1	08/22/2013	CR	100-000-1000	90.00	0.00	90.00	
79841	3	08/22/2013	CR	100-000-1000	136.25	0.00	136.25	
79841	5	08/22/2013	CR	100-000-1000	136.25	0.00	136.25	
79841	7	08/22/2013	CR	100-000-1000	61.00	0.00	61.00	
79841	9	08/22/2013	CR	100-000-1000	101.62	0.00	101.62	
79841	11	08/22/2013	CR	100-000-1000	0.15	0.00	0.15	
79841	13	08/22/2013	CR	100-000-1000	10.00	0.00	10.00	
08/22/2013								
Daily Totals					1,604.81	0.00	1,604.81	
79840	1	08/26/2013	CR	100-000-1000	219.71	0.00	219.71	
79842	5	08/26/2013	CR	100-000-1000	2,297.00	0.00	2,297.00	
08/26/2013								
Daily Totals					2,516.71	0.00	2,516.71	
79843	1	08/28/2013	CR	100-000-1000	135.95	0.00	135.95	
79844	1	08/28/2013	CR	100-000-1000	100.00	0.00	100.00	
79845	1	08/28/2013	CR	100-000-1000	40.00	0.00	40.00	
08/28/2013								
Daily Totals					275.95	0.00	275.95	
80053	1	08/29/2013	CR	100-000-1000	39.84	0.00	39.84	
80053	7	08/29/2013	CR	100-000-1000	2,528.85	0.00	2,528.85	
08/29/2013								
Daily Totals					2,568.69	0.00	2,568.69	
80253	1	08/31/2013	CR	100-000-1000	0.00	69.75	-69.75	
08/31/2013								
Daily Totals					0.00	69.75	-69.75	
Fund: 100 - General Fund					TOTALS:	77,236.79	126.93	77,109.86
Fund: 120 - Land Development Fees								
79842	1	08/26/2013	CR	120-000-1000	5,000.00	0.00	5,000.00	
08/26/2013								
Daily Totals					5,000.00	0.00	5,000.00	
Fund: 120 - Land Development Fees					TOTALS:	5,000.00	0.00	5,000.00
Fund: 218 - Support Law Enforcement								
79746	7	08/05/2013	CR	218-000-1000	31,714.88	0.00	31,714.88	
08/05/2013								
Daily Totals					31,714.88	0.00	31,714.88	
Fund: 218 - Support Law Enforcement					TOTALS:	31,714.88	0.00	31,714.88
Fund: 236 - CDBG Revitalization Zone								
79745	9	08/12/2013	CR	236-000-1000	3,500.00	0.00	3,500.00	

Limited to include: JE Types of: CR

7c

# City of Colfax

Resolution No. 39 - 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX  
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A TENTATIVE  
AGREEMENT MODIFYING THE TERMS OF THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF COLFAX AND STATIONARY  
ENGINEERS LOCAL 39 AND EXTENDING ITS TERM UNTIL DECEMBER 31, 2015**

---

**WHEREAS**, the City of Colfax ("City") and the International Union Of Operating Engineers, Stationary Engineers Local 39 (the "Union") are parties to a Memorandum of Understanding with a term that began on July 1, 2008 and ended on June 30, 2013; and

**WHEREAS**, the City and Union, through their duly authorized representatives, negotiated a "Tentative Agreement Modifying Terms Of Memorandum Of Understanding And Extending Its Term Until December 31, 2015" (the "Tentative Agreement"), a copy of which is attached to this Resolution; and

**WHEREAS**, the City Council has determined and hereby finds that approval of the Tentative Agreement is in the best interests of the City and its employees.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The Mayor and Interim City Manager are hereby authorized to execute on behalf of the City the Tentative Agreement Modifying Terms Of Memorandum Of Understanding And Extending Its Term Until December 31, 2015 with the Union substantially in the form attached to this Resolution.

**The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of September, 2013 by the following roll call vote of the Council:**

**Ayes:**  
**Noes:**  
**Absent:**  
**Abstain:**

---

**Donna L. Barkle, Mayor**

**ATTEST:**

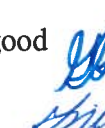
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**Karen Pierce, City Clerk**

**TENTATIVE AGREEMENT MODIFYING TERMS OF MEMORANDUM OF  
UNDERSTANDING  
AND EXTENDING ITS TERM UNTIL DECEMBER 31, 2015**

The City of Colfax, a municipal corporation ("City"), and I.U.O.E. Stationary Engineers, Local 39 ("Union") hereby agree as follows:


**RECITALS**

- A. Effective July 1, 2008, the City and the Union entered a Memorandum of Understanding (the "MOU") for a term scheduled to end on June 30, 2012.
- B. Effective July 1, 2012, the City and the Union extended the term of the MOU for a period of one year until June 30, 2013.
- C. The City and Union, through their duly authorized representatives, met and conferred in good faith and have agreed to extend the MOU until December 31, 2015, subject to the modifications contained in this Agreement. 




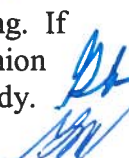
**AGREEMENT**


Now, therefore, the City and Union hereby agree as follows:


1. **Term.**


The MOU is hereby extended and will expire on December 31, 2015, subject to the following modifications. Article 5A of the MOU is, therefore, modified to read as follows: "Term. This agreement shall remain in full force and effect until December 31, 2015. This is a 2 ½ year contract with the understanding that the city will conduct and implement an equity study on the terms and conditions hereafter provided." 

2. **Rates of Pay and Equity Study.**


- a. Effective July 1, 2013, the annual salaries for each employee covered by this MOU shall be increased by 4%. 
- b. Effective July 1, 2014, the annual salaries for each employee covered by this MOU shall be increased by an additional 4%. 
- c. On March 1, 2015, the City shall, at City expense, cause an equity study (the "Equity Study") to be commenced subject to the following terms and conditions: 
- (i) The Equity Study shall be conducted by Shellie Anderson of Bryce Consulting. If as of March 1, 2015, Shellie Anderson is not available to conduct the Equity Study, the City and Union shall meet and confer to select a mutually acceptable person and/or entity to conduct the Equity Study. 

(ii) The Equity Study shall survey, evaluate and compare the cost of the total compensation paid to employees in the Survey Jurisdictions defined below. For purposes of the Equity Study, "total compensation" shall include the total cost of salaries, hospital-medical-dental-vision-life insurance, retirement benefits including contributions, and all other costs associated with employees in comparable positions in the Survey Jurisdictions. 

(iii) Effective July 1, 2015, the City shall implement the results of the Equity Study by either (A) increasing the salaries of the employees covered by this MOU so the cost of their total compensation is equal to the average cost of total compensation of comparable employee positions in the Survey Jurisdictions as determined by the Equity Study or (B) by "freezing" or "Y-Rating" their salaries until the cost of total compensation for Y-rated employees is less than or equal to the average cost of total compensation for comparable employee positions in the Survey Jurisdictions as determined by the Equity Study. In calculating the average cost of total compensation of comparable employee positions in the Survey Jurisdictions, the highest and lowest total compensation cost for each category of employee shall be disregarded and not considered. 

(iv) The Survey Jurisdictions for purposes of the Equity Study shall be Placer County, Nevada County, the City of Auburn, the Town of Loomis, Nevada City, the City of Rocklin and the City of Grass Valley, all located in California. 

3. **Incorporation of Side Letters and Amendments.**

All previous amendments to the MOU and all side letters of agreement related to the MOU are incorporated into this amendment. If there is any discrepancy between the terms of the MOU, any previous amendment to the MOU, any side letter of agreement related to the MOU and the provisions of this amendment, then the terms of this amendment shall control any interpretation. With this exception, the MOU, all previous amendments to the MOU and all side letters of agreement related to the MOU shall remain in full force and effect. 

SIGNATORIES:

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY ENGINEERS  
LOCAL 39

CITY OF COLFAX

DATED: September 17, 2013

DATED: September 17, 2013

BY: 

GARY T. WINEGAR  
Local 39 Business Representative

BY: \_\_\_\_\_

DONNA BARKLE, MAYOR

BY: 

GABE ARMSTRONG  
INTERIM CITY MANAGER





# STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 25<sup>th</sup>, 2013 COUNCIL MEETING

**FROM:** Brigit S. Barnes, City Land Use Attorney

**PREPARED:** September 18, 2013

**SUBJECT:** Consideration of Adoption of Resolution No. 40-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The City To Enter Into An Agreement For Services With Laurin Associates, A Division Of Raney Planning & Management, Inc. To Update The City's Housing Element

**RECOMMENDED ACTION:** Review project proposals, provide Staff with additional direction and Adopt Resolution 40-2013

## ISSUE STATEMENT AND DISCUSSION

The Housing Element is one of the state-mandated elements of the City's General Plan. The General Plan is a policy document required under state law that sets the goals, strategies, and in some areas, regulations regarding the distribution of land and its type and intensity of use, both public and private. The Housing Element requires local governments to adequately plan to meet their existing and projected housing needs, including their share of the regional housing need. Housing elements are required to be updated every four (4) years, unlike the rest of the General Plan, which has a more extended planning horizon (i.e., 10-15 years).

**The City is required by State Law to adopt its updated Housing Element within 120 days of October 31, 2013 = February 28, 2014.** Planning Staff has prepared a proposed timeline to accomplish adoption of the Housing Element by the deadline of February 28, 2014. (See Attachment 1) It is important to start on the Housing Element Update as soon as possible to keep the proposed schedule and meet the deadline. Planning Staff is currently in the process of updating the City's affordable housing ("Density Bonus") ordinance to comply with recent changes in the law, which is one of the criteria for qualifying for a streamlined review process for its Housing Element Update.

HCD has stated that an incentive to meeting the deadline for the Housing Element Update is that the City would convert to an 8-year update cycle (as opposed to maintaining the 4-year update cycle period).

According to HCD, failure to comply with State Housing Law may result in the City having limited access to state funding for such community needs as economic development and transportation. In addition,

housing advocates and developers could sue the City, resulting in court orders for compliance, suspension of local control on building and zoning, and possible exposure to paying plaintiffs' attorney's fees.

### **HOUSING ELEMENT UPDATE PROCESS**

The Housing Element update process, as has been used by the City in the past, involves the following:

- A public workshop to identify the community's current housing needs
- Preparation of a new draft Housing Element
- Environmental analysis for the Housing Element
- Housing & Community Development (HCD) and public review of the draft Housing Element for 60 days
- Planning Commission/City Council adoption hearings
- Review and certification of the final Housing Element by HCD (this occurs after the adoption by City Council)

### **REQUESTS FOR PROPOSAL:**

The City was contacted by Laurin & Associates (a division of Raney Management), who prepared the City's last two Housing Element Updates as an outside consultant. Laurin expressed its desire to submit a proposal to update the City's next Housing Element. Planning Staff thereafter solicited two additional proposals from firms that prepare Housing Element Updates for local jurisdictions: Mintier-Harnish and PMC.

Laurin's original proposal came in around \$29,000. (See Attachment 2) Mindful of City finances, Planning Staff used the Laurin proposal as a template and reviewed the Task List to break-out Tasks that the Planning Department could do in-house to save the City money. The plan is to have the City's contract planner do as much of the work as possible listed under the Laurin Task List, charging the City at her standard rate of \$65/hr, since the outside consultants' rates for the same work range from \$110 to \$200/hr.

Planning Staff believes it could do the following tasks to help reduce the City's costs:

- ✓ "Public Participation" [JJ and/or, where necessary, Brigit, will conduct the public workshop and public hearings]
- ✓ "Review and Revise" the policy and program section of the Draft Housing Element
- ✓ "Environmental Review"

The remaining tasks primarily involve preparing what is referred to as the “Background Report,” which involves substantial technical data collection and updates. The outside consultant firms have ready access to this data and therefore it makes sense for them to handle tasks associated with the Background Report.

One of the benefits of keeping as much control over the Housing Element Update in-house as possible, is that it allows us to strike many of the policies which have been previously included (because the City was utilizing “big city” templates) which are not mandated by State Law or HCD. For example, the City’s current policies require special notices regarding affordable housing to be posted throughout the City, and special notices regarding affordable housing to be included in each month’s utility bills. Per the direction of the Land Use Committee, we will strike all of the policies that are “nice to have” but are not essential or required by HCD since the City has insufficient staff and funding to perform these tasks and sets itself up for non-compliance penalties by adopting such unnecessary requirements.

As a result of breaking down the Task List into tasks the City can do in-house, Laurin submitted a revised proposal (see Attachment 3) which reduced their estimated costs from around \$29,000 to around \$17,000.

Mintier-Harnish also submitted a proposal based on the break-out “hybrid” scenario discussed above, which came in around \$25,000. (See Attachment 4) The proposal notes that if Mintier-Harnish was to prepare the full update, it would cost around \$40,000.

The third proposal from PMC provided a range of about \$19,000 to \$22,000 for a hybrid scenario, depending on which tasks the City undertook to complete in-house. (See Attachment 5) The proposal notes that if PMC was to prepare the full update, it would cost around \$31,000 to \$35,000.

### **FINANCIAL AND/OR POLICY IMPLICATIONS**

Adopting the hybrid scenario discussed above, could save the City several thousand dollars, since the City’s contract planner’s rate is \$65/hr, and the outside consultants’ rates for the same work range from \$110 to \$200/hr.

It should be noted that Planning Staff would be participating in and involved with the Housing Element Update process regardless of whether certain tasks were assigned directly to Planning Staff under the hybrid scenario. Staff would need to assist the outside consultant by providing any information and input it needs, especially with respect to reviewing and revising the policy and program section of the Housing Element. These Planning Staff costs would be in addition to the full-price Housing Element Update proposal from the outside consultant, so any projected potential cost savings under the hybrid scenario should take this into account and should be added to the cost savings.

If the Housing Element Update is adopted before the deadline, the City would convert to an 8-year update cycle (as opposed to maintaining the 4-year update cycle period). Based on the proposals we received this year, this would save the City from expending approximately \$17,000-\$40,000 (in today’s dollar figures) –

plus City staff time – four years from now. Instead, the City could budget that expenditure for 8 years from now.

### **SUPPORTING DOCUMENTS**

All supporting documents referenced herein are attached to this Staff Report.

### **COMMITTEE RECOMMENDATION**

This issue was discussed with the Land Use Committee on September 9, 2013. The Land Use Committee recommended using Laurin since it is familiar with Colfax (having done the last two Housing Element Updates), with City Planning Staff handling whichever tasks they could in-house to save the City money. The Land Use Committee also directed Staff to only include those policies and/or programs that are actually required by State Law, so as to reduce the burden of program implementation and compliance for the City.

City Staff also discussed endeavoring to expedite the schedule if possible.

### **STAFF RECOMMENDATION**

Staff recommends the City Council (1) accept the Land Use Committee's recommendations as set forth above; (2) adopt the attached draft Resolution (see Attachment 6) approving the contract with Laurin & Associates for \$17,103; and (3) direct staff to proceed with the Housing Element Update process in accordance with the proposed timeline.

### **ATTACHMENTS**

1. Proposed Timeline for Housing Element Update Process
2. Proposal from Laurin & Associates dated 8/21/13 for \$29,735 (full update)
3. Revised Proposal from Laurin & Associates dated 9/13/13 for \$17,103 (Laurin/City Staff co-prep)
4. Proposal from Mintier-Harnish dated 9/4/13 for \$24,740 (or \$39,700 full update)
5. Proposal from PMC dated 9/13/13 for \$18,770-\$22,003 (or \$30,965-\$35,345 full update)
6. Draft Resolution

PROPOSED TIMELINE FOR ADOPTION OF

**HOUSING ELEMENT UPDATE (2014-2021)**

Must be adopted by 02/28/14

09/25/13	City Council approval to begin Housing Element Update
10/04/14	Submit Public Workshop Notice to Colfax Record (and mail to various organizations) – (identify community housing needs, issues)
10/10/14	Public Workshop Notice Publishes in Colfax Record (also post throughout town)
10/16/14	Staff Report Due (if any required)
10/23/14	Planning Commission/City Council Workshop
11/15/14	Submit Draft Housing Element to HCD/Public for 60-day review (leave counter copies of Draft Housing Element at City Hall, City Library, Post Office, post on-line)
01/03/14	Submit Notice of Intent to Adopt (Mit.) Negative Declaration to Colfax Record
01/03/14	Mail Notice of Intent and (Mit.) Negative Declaration to local non-state agencies
01/03/14	Submit (Mit.) Negative Declaration to DFG requesting No Effect Determination
01/09/14	Notice of Intent to Adopt (Mit.) Negative Declaration Publishes in Colfax Record
01/15/14	HCD/Public 60-day review period ends
01/15/14	30 day Comment period on (Mit.) Negative Declaration begins
02/07/14	Submit Public Hearing Notice (both hearings) to Colfax Record
02/13/14	Public Hearing Notice (both hearings) Publishes in Colfax Record
02/14/14	30 day Comment period on (Mit. Negative Declaration) ends
02/19/14	Staff Report Due
02/26/14	Planning Commission Hearing re Recommendation City Council Acceptance of Recommendation & Adoption
03/03/14	File Notice of Determination & No Effect Determination with County by this date

# PROPOSAL TO PREPARE HOUSING ELEMENT UPDATE

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## CITY OF COLFAX

August 21, 2013

**Submitted To:**

Ms. Jaenalyn Jarvis Killian, Planner  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713  
Phone: (530) 346-2313  
E-mail: [planning@colfax-ca.gov](mailto:planning@colfax-ca.gov)

**Submitted By:**



**LAURIN ASSOCIATES**

a division of



**Contacts:**

Jayne Raab, Division Manager  
Laurin Associates, a Division of Raney Planning & Management, Inc.  
1501 Sports Drive  
Sacramento, CA 95834  
Phone (916) 372-6100  
E-mail: [jraab@laurinassociates.com](mailto:jraab@laurinassociates.com)



**WWW.RANEYMANAGEMENT.COM**

**NORTHERN CALIFORNIA**

1501 SPORTS DRIVE  
SACRAMENTO, CA 95834

TEL: 916.372.6100 • FAX: 916.419.6108

August 21, 2013

Ms. Jaenalyn Jarvis Killian, Planner  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

Re: Housing Element Update for the 2013 – 2021 Planning Period

Dear Ms. Killian:

On behalf of Laurin Associates, a Division of Raney Planning & Management, Inc., I am pleased to submit the following proposal for preparation of the City of Colfax's 2013 – 2021 Housing Element Update. We understand that the City wishes to adopt and submit the updated Housing Element to HCD within 120 days of the October 31, 2013 deadline.

Given that Laurin Associates prepared the City's previous Housing Element, we anticipate that the Housing Element Update for the 2013 – 2021 planning period will be a fairly succinct process. Further, the City qualifies for HCD's new streamlined approach as they are currently in compliance with HCD. As the Project Director, I will work closely with City staff and HCD throughout the preparation of the Housing Element Update to ensure that all requirements are met and that all milestones are completed in a timely and cost efficient manner.

I will be assisted by Senior Project Manager, Nick Pappani, who will serve as the Project Manager. Mr. Pappani will be responsible for overseeing preparation of the environmental document and assisting in public outreach for the Housing Element Update. Our approach is to serve as an extension of City staff and tailor our services to meet the unique needs of the City and the Housing Element Update project. Mr. Pappani and I will work closely with City staff to refine the following scope of work, as needed, upon project initiation to meet the needs of the City.

Thank you for the opportunity to submit our proposal for your consideration. If you have any questions regarding our proposal or scope of services, please don't hesitate to contact me. We look forward to working with you and the City of Colfax on the Housing Element Update project.

Thank you,

Jayne Raab, Division Manager  
Laurin Associates  
jraab@laurinassociates.com



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# I. Technical Scope of Work

## PROJECT UNDERSTANDING

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In 1969, the State of California mandated that a Housing Element be included within every City and County's General Plan, recognizing the importance of providing adequate housing for all economic segments of the community. The Housing Element serves as an integral part of the General Plan for the purpose of assessing current and planning for future housing needs within the community, including extremely low, very low, low, middle, and upper income households. Jurisdictions were required by California law to revise and update the Housing Element every five years; however, new legislation now allows for an 8 year planning period for compliant jurisdictions.

The City of Colfax is located in central Placer County, off of Interstate 80 and approximately 50 miles east of the City of Sacramento in the lower Sierra Nevada Mountains. The City has a current population of approximately 2,000 and encompasses approximately 1.4 square miles. As a part of the Sacramento Area Council of Governments (SACOG), the City of Colfax has a RHNA requirement of 51 units for the 2013 – 2021 planning period.

Laurin Associates understands that the City of Colfax has a certified Housing Element for the 2008 – 2013 planning period and is currently in compliance with HCD. Therefore, the City will be eligible for HCD's recently adopted Streamlined Update process. Pursuant to HCD and SACOG requirements, the City of Colfax is required to update their Housing Element for the 2013 – 2021 planning period by October 31, 2013. Based on discussion with the City and HCD staff, the City must adopt the Housing Element Update within 120 days of the October deadline (anticipated to be February 28, 2014). Laurin will work closely with City staff and HCD in preparing the Streamlined Update to ensure that the Housing Element is compliant with the updated HCD Guidelines.

## APPROACH

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The City of Colfax Housing Element Update will be prepared in compliance with all applicable State Housing Element Laws and HCD requirements. HCD recently adopted Updated Housing Element Guidelines in December 2012. The Update Guidance is intended to assist local governments and stakeholders with streamlined updates and HCD review of the Housing Element. Laurin Associates will follow the updated guidance to prepare the City's Housing Element update.

### Housing Element Checklist

Laurin will use HCD's new Housing Element Checklist to ensure the update includes all statutory components of State housing element law. The Checklist will expedite the City's review of the Administrative Draft Housing Element, in addition to HCD's review of the submitted Draft Housing Element.

### Streamlined Update

Having prepared the City of Colfax's certified Housing Element for the 2008 – 2013 planning period, Laurin Associates is aware that the City is currently in compliance with HCD. Therefore, Laurin Associates anticipates that the City will be eligible to use HCD's new Streamlined Update format. The Streamlined Update template option is applicable to the following areas of the Housing Element update:

- Sites Inventory and Analysis
- Analysis of Governmental and Non-Governmental Constraints
- Housing Needs Assessment, including special needs groups (excluding the quantification and analysis of homeless individuals and families)
- Units At-Risk of Conversion to Market Rate
- General Plan Consistency
- Coastal Zone Housing – N/A

For the above areas, the updated Housing Element is submitted showing all changes through ~~strike through~~, underline, redline, or highlighting of other designation. It should be noted that Laurin Associates recognizes that SACOG has developed, and HCD approved, regional data sets for jurisdictions within the SACOG region for use in preparing Housing Element Updates for the 5<sup>th</sup> cycle. Laurin Associates will rely on SACOG's HCD-approved Housing Element Data and Resources to the greatest extent feasible for quantification of existing housing needs. Given that HCD has reviewed and approved the data sets, Laurin Associates anticipates that use of the existing data will further streamline the Housing Element process, including review by City and HCD staff.

The following areas of the Housing Element must be completely updated:

- Public Participation
- Review and Revise
- Programs and Quantified Objectives
- Any new statutory requirements since the prior update

Laurin Associates will update the Housing Element goals, policies, programs, and implementation based on the analysis of the above areas to ensure the Housing Element contains programs to:

- Ensure housing opportunities are available to all persons in the City;
- Preserve and improve the existing stock of affordable housing;
- Facilitate development of adequate housing and infrastructure to meet the needs of low and moderate income households, while meeting the regional share of goals;
- Mitigate any governmental constraints to housing production, improvement and/or maintenance; and
- Ensure consistency and compliance with all other General Plan elements, community goals, and all relevant State of California Assembly Senate Bills.

According to State regulations, each County and City General Plan is to be internally consistent; meaning that no one element of the General Plan may contain provisions inconsistent with provisions in other elements. Required General Plan elements include land use, circulation, housing, conservation, open space, noise and safety. The Housing Element update will identify where conflicts exist and describe how consistency will be achieved as well as how the goals of the Housing Element will be addressed. Other actions required to be consistent with these elements include subdivision maps, specific plans, building permits, and developer agreements. Laurin Associates will identify and discuss any inconsistencies with City staff that may require General Plan and/or Zoning amendments.

Ms. Jayne Raab, Division Manager, will serve as the Project Director for preparation of the Housing Element and will be responsible for overseeing the day to day activities of Housing Element preparation, coordinating with the City and responding to staff inquiries about the Housing Element update and the process. Ms. Raab will be assisted by Raney's Senior Project Manager, Nick Pappani, who will serve as the Project Manager and will be responsible for overseeing preparation of the Housing Element Initial Study. In addition, Mr. Pappani will assist Ms. Raab throughout the Housing Element process in coordinating with City staff and attending meetings and public hearings. Ms. Raab and Mr. Pappani will be assisted by Vice President Cindy Gnos, AICP and Associate staff, as needed, for planning and technical support. Laurin Associates anticipates regular communication with City staff as well as the State Department of Housing and Community Development throughout the development and processing of the Housing Element.

## **SCOPE OF WORK**

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Laurin Associates has tailored the following scope of work to meet the needs of the City of Colfax. As outlined in the Approach, Laurin Associates proposes to prepare a Streamlined Update, utilizing the City's current Housing Element. Laurin Associates proposes the following tasks for completing the streamlined update for the 2013 – 2021 planning period.

### **TASK 1                      PROJECT INITIATION**

Ms. Jayne Raab and Mr. Nick Pappani will attend a kickoff meeting with City staff to initiate the process, to gather data, and to discuss agreeable methods of regular communication as well as to refine the work program and timeline. Laurin Associates will collect all relevant reports and materials, and perform a review of the work program. Laurin Associates assumes that the following documentation will be provided by the City for review and use in preparing the 2013 – 2021 Housing Element Update:

- Housing Element Progress Reports;
- Prior Housing Element Update documents and administrative record;
- Written correspondence with HCD;
- Most recent Housing Conditions and Income Surveys;
- City of Colfax General Plan Land Use Element and associated Final EIR; and
- Any relevant housing programs and ordinances currently in place.

It should be noted that Laurin Associates prepared the City of Colfax's 2008 – 2013 Housing Element, and therefore, already has several of the above-listed documents on-file. In addition, Laurin Associates recognizes that the City is in the process of preparing their first Housing Element Progress Report. Laurin Associates will coordinate with the City to obtain any remaining information items upon project initiation.

In addition, Ms. Raab will work with the City to identify a list of stakeholders, advocacy groups, senior citizen groups, and other agencies directly affected by the Housing Element to contact for participation. Laurin Associates anticipates that the City will prepare and distribute the necessary noticing to the list of stakeholders, including but not limited to, departments and other public agencies with interest in housing, service agencies that are active in the community, neighborhood organizations, homeless services providers, and affordable housing developers among others. However, Laurin Associates will be available to assist the City in any way necessary. Following the kickoff meeting, Laurin Associates will make any necessary refinements to the scope of work and provide the City with a final work program.

## **TASK 2                      PUBLIC PARTICIPATION**

The objective of this task is to ensure a high level of public participation throughout the processing of the Housing Element and to attend workshops and regular meetings as well as the necessary Planning Commission and City Council hearings. Laurin Associates believes the level of coordination between the City, local citizens, and public officials is directly proportional to the success of the project. The inclusion of community stakeholders in the Housing Element public participation process helps ensure appropriate housing strategies are more efficiently and effectively evaluated, developed, and implemented. Ms. Jayne Raab and/or Mr. Nick Pappani will assist the City in any way necessary; including attending the workshops and hearings, preparing presentation materials, and responding to questions from staff and the public. This scope of work assumes the following workshops, hearings, and meetings during the development and processing of the Housing Element; however, additional workshops, hearings, or meetings could easily be accommodated and billed on a time and materials basis.

### **2(a)      Community Workshop**

Laurin Associates will work closely with the City to conduct a Joint City Council and Planning Commission workshop to solicit input from the public. Laurin will prepare flyers for the workshop and submit them electronically to the City for duplication and distribution. Additionally, Laurin will prepare a PowerPoint presentation for the workshop, with the goal of informing and engaging residents on their role in developing the Housing Element update. Laurin Associates will coordinate with the City to schedule the workshop and anticipates that City staff will prepare and distribute the necessary noticing. Laurin Associates will be available to assist the City in any way necessary to facilitate the public outreach program. Additional meetings could easily be accommodated and would be billed on a time and materials basis.

2(b) City Council Hearing

Laurin Associates will be available to attend one (1) public hearing before City Council for adoption of the final version of the Housing Element and associated Initial Study. Laurin Associates will be available to assist the City in any way necessary, including preparation of noticing, staff reports, presentation materials, presenting at the meeting, and responding to inquiries from staff, the Commission, Council, and the public. Additional hearings could easily be accommodated and would be billed on a time and materials basis.

2(c) Project Management / Other Meetings

Laurin Associates will be available to attend regular meetings (anticipated to be conference calls) with City staff throughout the Housing Element update process. In addition, Laurin Associates assumes regular phone and e-mail communication with City staff and HCD throughout the Housing Element Update process for project management. Attendance at additional meetings and hearings could easily be accommodated, as directed by the City, and would be billed on a time and materials basis.

### **TASK 3                      REVIEW & REVISE**

According to Article 10.6 of the Government Code, every jurisdiction shall review their Housing Element in order to evaluate the following three key issue areas: a) the effectiveness of the Housing Element in attainment of the community's housing goals and objectives; b) the progress of the City in implementation of the previous Housing Element; and c) appropriateness of the housing goals, objectives and policies in contributing to the attainment of the state housing goals. Review and evaluation of the previous Housing Element will ensure a more comprehensive update and will result in more effective and efficient implementation for the 2013 – 2021 planning period.

Based on interactive discussions with City staff, development community members, and information gathered at public hearings, Laurin Associates will conduct the following analysis of the three key factors:

3(a) Effectiveness of the Previous Housing Element

Laurin Associates will work closely with City staff to identify previous projections and plans and compare those plans to actual progress in implementation and meeting the City's RHNA goals. Laurin Associates will evaluate the progress in terms of what areas of the Housing Element were met, exceeded, or fell short.

3(b) Progress in Implementation of the Housing Element

Laurin Associates will review the results of the previous element's goals, objectives, policies, and programs in coordination with City staff. The results will be both quantitative and qualitative in nature based on the comparison of the prior Housing Element's goals to what was actually achieved and implemented. In

addition, Laurin Associates will evaluate the existing Housing Element's compliance with applicable statutes and current State Housing Law.

3(c) Appropriateness of Goals, Objectives, and Policies

This section of the Housing Element will describe how the goals, objectives, policies, and programs are being changed or adjusted to incorporate the results from analyses in tasks 3(a) and 3(b). Laurin Associates will work closely with the City of Colfax in identifying which goals, objectives, policies, and programs need to be updated as well as what changes need to be made. In addition, this section will identify any changes in the City's goals and policies for implementation in the Housing Element update for the 2013 – 2021 planning period.

Laurin Associates will provide a written summary of the above analysis to be submitted to the City. Together with public feedback and input from City staff, the above analysis will be used to form the basis for the update of the Housing Element.

## **TASKS 4                      HOUSING NEEDS ASSESSMENT**

Laurin Associates will use data from SACOG's Housing Element Data and Resources to the greatest extent feasible as well as the 2010 Census, American Community Survey, California Department of Finance, and ESRI, as needed, to update the Housing Needs Assessment. Based upon HCD's streamlined update requirements, Laurin Associates will update the analysis and conclusions for the existing and projected share of regional housing needs for each income category, as necessary, due to changes in population and household characteristics; including quantification of population, employment, households, overpayment (including lower-income), overcrowding, extremely low-income households, and housing conditions. It should be noted that Laurin Associates has not included preparation of a Housing Conditions Survey or Housing Income Survey in this scope of work. Should the City of Colfax identify the need for either survey, Laurin Associates would be available to assist the City and would amend the scope of work, schedule, and budget accordingly.

Pursuant to Senate Bill 244, Laurin Associates will review the City's General Plan Land Use Element and identify any unincorporated disadvantaged communities within or adjacent to the sphere of influence. Laurin Associates will analyze each community's characteristics, including the adequacy of public services and facilities, to identify any deficiencies.

Based on the above analysis, Laurin Associates will update the Housing Element's existing policies and programs, as necessary, to reflect changes in the analysis and conclusions. Laurin Associates will also work closely with City staff to identify any necessary changes for implementation, if applicable.

## **TASK 5                      PERSONS WITH SPECIAL NEEDS**

Laurin Associates will update the scope and housing needs of the elderly, persons with developmental disabilities, large families, single parent families, farmworkers, persons in need of emergency shelter, and other groups, which may be identified as having special housing needs. In addition, Laurin Associates will provide a current analysis of the extent of homeless individuals and families.

## **TASK 6                      AT-RISK HOUSING UNITS**

One of California's foremost housing problems is the potential loss of affordability restrictions on government-assisted rental housing. Several government programs, with different regulatory standards, were used to finance these properties, and thus, the nature of the risk of conversion to market rate differs.

Laurin Associates will update the inventory of at-risk units, removing units no longer at risk and adding any additional units that are at-risk of conversion within 10 years from the state of the Housing Element planning period. Laurin Associates will rely on SACOG's listing of projects at-risk of converting to market rate uses to the greatest extent feasible. Laurin will analyze the risk of the units converting to market rate and recommend policies and programs to mitigate the risk.

## **TASK 7                      POTENTIAL GOVERNMENTAL & NON- GOVERNMENTAL CONSTRAINTS**

The objective of the Constraints Analysis is to identify existing governmental and non-governmental constraints to the development of affordable, special needs, and other housing. Potential governmental constraints include: land use controls; building codes and enforcement; site improvement requirements; fees and exactions; local processing and permit procedures; fees and exactions, and housing for persons with disabilities. Non-governmental factors include: availability of financing; price of land and construction; environmental concerns; and NIMBY opposition to the preservation, conservation, and development of housing for all economic segments of the community.

Laurin Associates will evaluate housing development procedures and associated fees in coordination with City staff and make any necessary recommendations for modification. Existing development standards, including Zoning and Subdivision Ordinances, as well as LAFCo policies will also be reviewed for housing and growth-related constraints.

Laurin Associates will update constraints identified in the last Housing Element update and describe the effectiveness of the programs which were developed to mitigate the identified constraints. Laurin Associates will recommend revisions to policies and programs as appropriate.

## **TASK 8**

## **SITES INVENTORY & ANALYSIS**

Laurin Associates will review the existing inventory of land resources available to satisfy the identified housing need by income category, as identified by the Regional Housing Needs Assessment (RHNA). Laurin Associates will endeavor to establish that the City has a sufficient number of vacant acres of appropriately zoned land to satisfy the 2013 – 2021 RHNA requirements. Laurin Associates staff will analyze resources provided by the City of Colfax, including a list of approved (entitled) projects, and a listing of any pending projects that may be in the City limits or within the City's General Plan Sphere of Influence. Laurin Associates will also review vacant or underutilized lands that are zoned residential that may be suitable for infill development. In addition, Laurin Associates will include a summary table of sites included in the inventory by income category in comparison to the RHNA and, if applicable, any carryover obligation. If necessary, Laurin Associates will recommend additional analysis should any shortfalls be identified.

## **TASKS 9**

## **PREPARE AND FINALIZE HOUSING ELEMENT**

Based on the above outlined tasks, Laurin Associates will provide the following Housing Element deliverables to the City of Colfax:

- 9(a) Administrative Draft Housing Element  
Laurin will prepare and submit one (1) electronic copy, in Microsoft Word format, of the Administrative Draft Housing Element for City review.
- 9(b) Draft Housing Element (Public Review Draft)  
Based upon City staff's review and comments, Laurin will revise the Administrative Draft and prepare and submit five (5) bound copies and one (1) electronic copy, in Word and PDF formats, of the Draft Housing Element for City staff distribution to HCD, City Council, Planning Commission, and the general public for review and comment.
- 9(c) Final Draft Housing Element  
Based upon comments from HCD, City Council, Planning Commission, and the public, Laurin will revise the Draft Housing Element and submit a Final Housing Element to HCD and the City. Laurin Associates will work closely with City staff to ensure that the City meets all HCD deadlines and requirements. Upon HCD determination of compliance of the Final Draft Housing Element, Laurin will submit five (5) bound copies and one (1) electronic copy, in Word and PDF formats, of the Final Draft Housing Element for final adoption at the Planning Commission and City Council hearings. Laurin assumes that the City will distribute the Final Housing Element to HCD, City Departments, and pertinent stakeholders; however, Laurin Associates will be available to assist the City with distribution of the Housing Element, if necessary.



9(d) State Certification

Laurin will work closely with HCD and assist the City in achieving State certification of the Housing Element after adoption by the City.

**TASK 10 ENVIRONMENTAL REVIEW  
(CEQA Compliance and Submittal of All Required Documents)**

The objective of this task is to prepare an Initial Study to identify the appropriate level of environmental review for adoption of the Housing Element. The Initial Study, the draft environmental document and final environmental document, and related work products will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act of 1970 (CEQA), Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations requirements and procedures of the City of Colfax. The environmental document will be prepared in accordance with all applicable federal, state, and CEQA requirements.

Raney Planning and Management, Inc. (Raney) staff will conduct the required CEQA analysis of the project. Mr. Nick Pappani, Senior Project Manager of Raney, will be managing the preparation of the environmental document, which will evaluate the potential environmental impacts of the project. Given the fact that the Housing Element is a policy level document and the approval of the Element would not result in any direct physical impacts, Raney anticipates that the appropriate document will be a Negative Declaration or Mitigated Negative Declaration pursuant to CEQA.

Raney anticipates that preparation of the CEQA document will include the following list of general tasks:

- Prepare and distribute an early consultation notice to all responsible or trustee agencies;
- Preparation of an Administrative Draft Initial Study, including submittal of one (1) hard copy and one (1) electronic copy to City staff for review and comment;
- Revise Administrative Draft and Prepare Public Review Draft Initial Study;
- Assist the City of Colfax in distribution of the Public Review Draft Initial Study to responsible parties and trustee agencies, including one (1) hard copy and one (1) electronic copy to the City and fifteen (15) copies to the State Clearinghouse;
- 30-Day Public Review Period;
- Preparation of a Mitigation Monitoring and Reporting Program (MMRP), if necessary;
- Response to Comments, if necessary; and
- Prepare Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration;

- Assist City staff in preparing findings for adoption/certification of the environmental document; and
- Meeting and Hearing Attendance, including providing staff with report details for all Planning Commission and City Council staff reports.

The Budget for the Initial Study and anticipated Negative Declaration relies on the assumption that data from other sources will be readily available, and that no technical studies, or other primary data collection will be required. Further, the budget assumes that the public hearings for the Initial Study will be combined with the Housing Element. It should be noted that Raney will work with City staff to refine the Initial Study scope of work, including schedule and budget, upon Project Initiation.

## **UNANTICIPATED OR SIGNIFICANT COMMENTS**

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Laurin Associates will work closely with HCD throughout the preparation of the Housing Element in order to minimize the number of HCD comments. However, Laurin Associates recognizes that unanticipated issues may arise, such as receipt of a significant number of public comments on the Housing Element or the need for adoption of new ordinances or legislation for the implementation of the Housing Element. Should any unanticipated issues arise, Laurin Associates would coordinate with the City immediately to discuss the need for additional work and/or associated contract amendments.

## II. Schedule

The following tentative schedule is based on experience with similar Housing Element processes. The schedule could be lengthened or shortened, depending on the needs of the City of Colfax. Factors that could lengthen or shorten the schedule include the receipt of the notice to proceed, timing of receipt of pertinent documentation from the City, and unanticipated issues arising during the development and processing of the Housing Element.

<b>TENTATIVE SCHEDULE City of Colfax Housing Element Update</b>	
<b>Milestones</b>	<b>Date</b>
Notice To Proceed	August 28, 2013
Kick-off Meeting	Week of September 2, 2013
Joint City Council / Planning Commission Workshop	September 2013
Submission of Administrative Draft Housing Element to the City of Colfax	December 3, 2013
Receipt of City Comments on the Administrative Draft Housing Element	December 17, 2013
Submission of Administrative Draft Initial Study to the City of Colfax	December 20, 2013
Receipt of City comments on Administrative Draft Initial Study	January 10, 2014
30-day Public Review Period	January 15, 2014 to February 13, 2014
Submit Response to Comments on Initial Study, if needed, and final Housing Element to the City of Colfax	February 20, 2014
City Council Adoption Hearing for Housing Element and Initial Study	February 26, 2014
Submit Housing Element to HCD for Review	February 27, 2014

Laurin Associates will work closely with City and HCD staff to ensure that all critical tasks are completed within a timely manner and that the Housing Element is adopted within 120 days of the October 31, 2013 deadline, per HCD requirements (anticipated to be February 28, 2014). Laurin Associates has a long-standing relationship with HCD and will work closely with HCD and the City in order to ensure that the Housing Element Update meets their requirements in order to minimize comments. Based on Laurin Associates experience, early coordination and consultation with responsible agencies ensures an efficient and timely process in meeting the project objectives.

### III. Cost Estimate

The cost for completion of the City of Colfax 2013 – 2021 Housing Element Update is not to exceed \$29,735. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. The costs are based on the estimates of time for each task provided in the chart below.

Please note that should additional tasks be required beyond the current scope of work, Laurin Associates will negotiate a contract amendment with the City of Colfax for the extra work. The following assumptions were used in the calculations:

- Laurin Associates will attend meetings with City staff and the project team, as well as public hearings as described in the scope of work. Laurin Associates assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed by City staff. The cost for travel is an estimate only, based on the number of meetings assumed in the technical scope of work, and will be billed at actual cost.
- Laurin Associates costs are based on the assumption that the existing data and information for the City of Colfax is accurate and current and will be available for the preparation of the proposed housing and environmental documents.
- Laurin Associates will provide to the City the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is an estimate only and will be billed at actual cost.
- Laurin Associates assumes that once a Notice to Proceed is issued, the preparation of the housing and environmental documents would be a continuous process without excessive delays. Laurin Associates would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the housing and environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Laurin Associates would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE							
City of Colfax 2013 - 2021 Housing Element Update							
		Jayne Raab, Division Manager	Cindy Gnos, Project Planner	Nick Pappani, Senior Project Manager	Senior Associate / Associate	Clerical	Cost Per Task
Task 1	Project Initiation	4		4			\$1,080
Task 2	Prepare Project Schedule	2					\$270
Task 3	Public Participation						
	a Public Workshop	8		8	4		\$2,560
	b City Council Hearing	8		10	2		\$2,630
	c Project Management / Other Meetings	12		12			\$3,240
Task 4	Review and Revise	8		4	10		\$2,620
Task 5	Housing Needs Assessment	6	2		4		\$1,530
Task 6	Persons with Special Needs	4			4		\$940
Task 7	At-Risk Housing Units	4			6		\$1,140
Task 8	Potential Governmental & Non-Governmental Constraints	2	2		8		\$1,390
Task 9	Site Inventory Analysis	2	2		8		\$1,390
Task 10	Prepare & Finalize Housing Element						
	a Administrative Draft Housing Element	4	2	4	16		\$3,000
	b Draft Housing Element	2		4	8	2	\$1,730
	c Final Draft Housing Element	2		2	6	2	\$1,260
	d State Certification	2					\$270
Task 11	Initial Study		2	8	24	1	\$3,860
	Total Hours	70	10	56	100	5	
	Hourly Rate	\$135	\$160	\$135	\$100	\$60	
Total Labor		\$9,450	\$1,600	\$7,560	\$10,000	\$300	\$28,910
Expenses							\$825
	Copying/Printing*					\$ 500	
	Travel*					\$ 250	
	10% Administrative Fee					\$ 75	
<b>Total Housing Element Cost</b>							<b>\$29,735</b>

\*Note: Costs for Copying/Printing and Travel are an estimate only and will be billed at actual cost.

## IV. Firm Qualifications & Project Team Members

### FIRM QUALIFICATIONS

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Laurin Associates was formed in 1981 by Jean Laurin to provide pre-development financial feasibility and policy analysis for cities, counties, and private development interest. In January 2003, Laurin Associates merged with Raney Planning and Management, Inc. (Raney) and now is a division of the unified company. Since the company's formation, it has retained a focus on housing related planning projects ranging from market studies of affordable and special needs segments of society to housing policy analysis and development to housing elements and grant writing and administration.

Laurin's parent Company, Raney Planning and Management, Inc., is a highly professional, full-service firm providing public and private sector clients with a variety of services, including planning services, project management, CEQA/NEPA documentation, and other municipal planning services. Together, Raney Planning and Management and Laurin Associates provide both policy and environmental planning services to better serve our clients.

Laurin Associates has over 30 years of experience in helping cities, counties and private parties achieve their housing related goals. Having prepared multiple Housing Elements, Laurin Associates has the ability and understanding to tailor-make Housing Elements to each jurisdiction's unique set of housing needs.

Laurin Associates has been working with HCD programs since the early 1990s, from grant writing and administration to multi-family projects and Housing Elements. Our diverse experience and understanding of HCD programs gives us the knowledge and expertise to efficiently deliver a high quality product to the City of Colfax on time and within budget. Laurin Associates' staff can also rely on relationships with HCD staff to ensure a productive review process geared at minimizing first round review comments.

In addition to our HCD experience, Laurin Associates is thoroughly familiar with the City of Colfax's housing policies and programs, having prepared the City's 2008 – 2013 Housing Element. One of the key issue areas associated with the previous Housing Element was the City's ability to achieve the total RHNA housing needs given an existing moratorium on growth as a result of lack of sewer treatment capacity. Laurin Associates understands that the City is now able to issue new building permits as a result of completion of a new Wastewater Treatment Plant. Laurin Associates will work closely with City staff and HCD to demonstrate the City's continued ability to reach SACOG's RHNA requirements.

Additional Housing Element experience includes preparing updates for the Town of Loyalton and the Cities of Brawley, Calexico, Coachella, and El Centro to name a few. Additional information regarding relevant project history has been provided in Section V below.

## PROJECT TEAM MEMBERS

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Laurin Associates' Division Manager, Jayne Raab, will serve as the Project Director for preparation of the City of Colfax 2013 – 2021 Housing Element Update. Ms. Raab will be responsible for overseeing the Housing Element Update process. Ms. Raab will be assisted by Raney's Special Projects Manager, Nick Pappani, who will serve as the Project Manager and will be responsible for overseeing preparation of the Housing Element Initial Study. In addition, Mr. Pappani will assist Ms. Raab throughout the Housing Element process in coordinating with City staff. Ms. Raab and Mr. Pappani will be assisted by Vice President Cindy Gnos, AICP and Associate staff, as needed, for planning and technical support. Laurin has provided a brief description of the Raney and Laurin designated project team members and their relevant qualifications below:

### **Jayne Raab – Division Manager**

**2008-Present**

Role: Project Director

Phone: (916) 372-6100

E-mail: [jraab@laurinassociates.com](mailto:jraab@laurinassociates.com)

As Division Manager, Ms. Raab oversees the staff of associates in the daily management of projects. Ms. Raab has 20 years of affordable housing experience. From 1990 – 1997 she was the Development Manager at the California Tax Credit Allocation Committee, working closely with the affordable housing community to ensure approval of developments that were feasible and that met the policy goals of TCAC. After leaving TCAC, she provided consulting services to affordable housing developers for 10 years. Since joining Laurin, she has prepared various housing and community development studies, housing elements, and grant applications. In addition, Ms. Raab provides project oversight for HOME project grant administration, residential relocation projects, and labor compliance monitoring. Ms. Raab's recent housing element experience includes preparing Housing Element Updates for the Cities of Colfax, Oroville, Hollister, and El Centro. Ms. Raab has a Master of Business Administration from the University of California, Davis.

### **Nick Pappani – Special Projects Manager**

**2002-Present**

Role: Project Manager

Phone: (916) 267-1397

E-mail: [npappani@raneymanagement.com](mailto:npappani@raneymanagement.com)

Nick Pappani has served in various capacities at Raney Planning & Management, Inc. over the past 10 years, including Senior Associate, Division Manager, and Special Projects Manager. During this time, Mr. Pappani has been involved in the writing and managing of numerous CEQA and NEPA documents for a broad range of project types, including residential, commercial, and industrial projects, as well as unique projects, such as solar generating facilities and vineyard plans involving timberland conversion. Recent relevant experience includes the Housing Element Implementation project for the City of Clayton and preparing Housing Element Initial Studies and Negative Declarations for the Cities of Brawley and Coachella. Mr. Pappani has worked in a variety of jurisdictions, including but not limited to the Cities of Clayton, Davis, Galt, Sacramento, and counties such as Placer County, Amador County, Sonoma County, and San Bernardino County.

In addition, Mr. Pappani has provided planning services to a variety of jurisdictions seeking professional assistance with expeditiously and effectively processing projects within their jurisdiction. Planning services provided include preparation of staff reports and conditions of approval, application review, and zoning code updates. Mr. Pappani has a Bachelor of Science degree in Wildlife Biology from Humboldt State University, Arcata, California.

**Cindy Gnos, AICP – Vice President**

**2000-Present**

Role: Project Support

Phone: (916) 372-6100

E-mail: [cindygnos@raneymanagement.com](mailto:cindygnos@raneymanagement.com)

As Raney's Vice President, Ms. Gnos brings twenty-five years of experience in planning and management skills to every project. With Raney, Ms. Gnos has headed up projects in numerous California cities and counties, managing the preparation of numerous environmental documents including program-level annexation EIRs and project-level EIRs. Ms. Gnos has also provided planning services for several northern California Cities by managing the processing of development applications, preparing staff reports, and presenting at public hearings. As a planner for both the Cities of Dixon and Sacramento, Ms. Gnos brings a broad understanding of local government goals and objectives. With this combination of skills and knowledge, Ms. Gnos can create and implement effective strategies to complete a comprehensive planning process and environmental document. Ms. Gnos has a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo.

**Stefanie Williams – Senior Associate**

**2000-Present**

Role: Project Support

Phone: (916) 372-6100

E-mail: [swilliams@laurinassociates.com](mailto:swilliams@laurinassociates.com)

Ms. Williams is the project manager for all of Laurin's market feasibility studies, completing over 60 studies a year. She is a certified market analyst through her participation in the National Council of Affordable Housing Market Analysts and has extensive experience with the specific requirements of the various funding agencies, including California Department of Housing and Community Development, California Tax Credit Allocation Committee, California Debt Limit Allocation Committee, CalHFA, USDA, and HUD. Additionally, Ms. Williams substantial experience writing and administering CDBG grant applications, and preparing housing element updates, housing conditions studies and income surveys. Recent experience includes preparing market demographics and housing conditions surveys for Housing Element Updates for the Cities of Coachella and Imperial Beach. Ms. Williams has a Bachelor of Arts degree in Communications Studies from California State University, Sacramento.



## V. Relevant Project History

Laurin Associates' recent relevant Housing Element experience includes preparing the following HCD-certified Housing Element updates:

### **City of Colfax Housing Element Update and Initial Study**

Client: City of Colfax, California

The City of Colfax is one of six incorporated cities in Placer County. The City is located in the central County area along Interstate 80, a primary transportation route connecting Colfax to Sacramento on the south and Reno on the north. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2013 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; existing conditions and demographic data; housing needs, issues, and trends; and housing program. One of the key issue areas was the City's ability to achieve the total RHNA housing needs given an existing moratorium on growth as a result of lack of sewer treatment capacity. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

### **Town of Loyalton Housing Element Update**

Client: Town of Loyalton, California

The Town of Loyalton is located in Sierra County, California with an estimated population of 769. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; summary of existing conditions; housing needs, issues/trends; and housing program. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by Council and certified by HCD.

### **City of Brawley Housing Element Update and Initial Study**

Client: City of Brawley, California

The City of Brawley is located in the geographic center of Imperial County, approximately 210 miles southeast of Los Angeles, with an estimated population of 25,694 in 2007. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; existing conditions and demographic data; housing needs, issues, and trends; and housing program. One of the key issue areas was the City's ability to achieve the total RHNA housing needs for the prior planning period. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

### **City of Calexico Housing Element Update and Initial Study**

Client: City of Calexico, California

The City of Calexico is located in Imperial County on the US/Mexico border, with an estimated population of 37,552 in 2009. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. One of the key issue areas was the City's inability to achieve RNHA affordable housing goals for the prior planning period due to lack of developer interest and market factors. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study, which was approved with the Housing Element.

### **City of Coachella Housing Element Update and Initial Study**

Client: City of Coachella, California

The City of Coachella is located in the geographic center of Riverside County with an estimated population in 2007 of 38,486. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared concurrently and consistent with the City's General Plan Update and in accordance with HCD regulations and requirements. One of the key socioeconomic impacts facing the City was the anticipated significant increase in population and housing demand from movement of population from central Los Angeles County. Between 1990 and 2007, the City experienced a population growth rate of approximately 128 percent. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study, which was approved with the Housing Element.

### **City of El Centro Housing Element Update and Initial Study**

Client: City of El Centro, California

Located in the heart of Imperial County, the City of El Centro had an estimated population of 42,071 in 2007. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period to ensure consistency with the City's General Plan and in accordance with HCD regulations and requirements. Key housing trends that were identified during the update as impacting the City's housing stock and future development included continued demand for subsidized rental units, continued demand for housing for homeless persons and those threatened with homelessness, demand for large family multifamily units, tight supply of appropriately zoned vacant land, and increased difficulties realizing the potential for redevelopment opportunities. In addition, approximately forty percent of El Centro's housing was in need of some level of repair in 2007. Laurin Associates prepared the Draft Housing Element, including policies to address the above housing issues, and circulated the draft for public and HCD review. The Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

*Note: Raney also prepared certified Housing Element Updates for the Cities of Oroville, Hollister, and San Joaquin for the 2008 – 2014 planning period. Additional project descriptions are available upon request.*

### **Housing Element Initial Studies**

Raney has prepared numerous Initial Studies for Housing Element Updates; including the Hollister Housing Element Update Initial Study / Mitigated Negative Declaration, the Calexico Housing Element Update Initial Study, the Brawley Housing Element Initial Study, Coachella Housing Element Update Initial Study, and Indio Housing Element Initial Study to name a few.

# Appendix A

## Resumes

**JAYNE RAAB**  
**Division Manager, Laurin Associates Division**

**EDUCATION**

Master of Business  
Administration, UC  
Davis

B.A., Psychology, Boise  
State University, Idaho

**AFFILIATIONS**

California Council for  
Affordable Housing

Building Industry  
Association

California  
Redevelopment  
Association

Ms. Raab brings over 18 years of affordable housing experience to Raney, including extensive experience preparing financing applications to state agencies, preparing pro formas and feasibility analyses, and coordinating private projects with public agency funding requirements. In addition, Ms. Raab served as a Manager for the California Tax Credit Allocation Committee and as a Program Analyst for the California Debt Advisory Commission.

**DIVISION MANAGER**

*Raney Planning & Management, Inc. (April 2000 – Present)*

As Division Manager, Ms. Raab oversees the staff of analysts in the daily management of projects: market feasibility and evaluation studies for housing needs and demand assessments; application packages for state and federal housing programs; housing elements; consolidated plans; grant management.

**PRINCIPAL**

*Jayne Raab Consulting (1997 – 2008)*

As Principal of Jayne Raab Consulting, Ms. Raab provided consulting services to developers of affordable multifamily housing, including: prepared financing applications for various state housing programs; analyzed project feasibility; coordinated documentation requirements between the various development team members; worked with staff of the state allocating agencies to address concerns; and worked with property managers regarding program compliance issues.

**MANAGER**

*California Tax Credit Allocation Committee (1991– 1997)*

As the development manager at TCAC, Ms. Raab supervised the staff of Development Analysts in the review of applications for Low Income Housing Tax Credits. Additionally, she assisted with the development of policies and regulations governing the program; conducted workshops and roundtable sessions for program participants; participated in the national development of program underwriting guidelines; and assisted with the development of TCAC's compliance monitoring program.

## EDUCATION

B.S., Wildlife Biology,  
cum laude  
California State  
University, Humboldt

## NICK PAPPANI

### Senior Project Manager

Mr. Pappani brings to Raney Planning & Management his technical writing and strong analytical skills to every project. As Senior Project Manager at Raney, Mr. Pappani serves in various management capacities, assisting the core management team of Raney in the day-to-day management of projects.

### SENIOR PROJECT MANAGER/DIVISION MANAGER/SENIOR ASSOCIATE

*Raney Planning & Management, Inc. (September 2002 – August 2010)*

Mr. Pappani currently serves as Senior Project Manager with Raney and is responsible for assisting Division Manager Rod Stinson, Vice President Cindy Gnos, and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Covell Village EIR and Target EIR in Davis, CA, the Woodland Gateway and Auto Center EIR in Woodland, CA, the Marseilles EIR in Brentwood, CA, as well as the Timberline at Auburn, Bohemia Retail, and Rancho Del Oro Estates EIRs in Placer County, CA. Mr. Pappani has also written several Initial Studies for Cities including but not limited to, Folsom, Woodland, Sacramento, Oakley, Brentwood, Stockton, and Clayton. In addition to CEQA documentation experience, Mr. Pappani has also provided planning services for various jurisdictions during his time at Raney, including but not limited to serving as a contract planner for the City of Wheatland, and Clayton, CA.

### WILDLIFE TECHNICIAN

*Grand Canyon National Park, AZ (May to August 1999 and 2000)*

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

### FIELD TECHNICIAN

*LBJ Enterprises, Eureka, CA (May to August 1998)*

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, CA. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

## **CINDY GNOS, AICP**

### **Vice President**

#### **EDUCATION**

Graduate Studies,  
Public Policy  
Administration  
California State  
University, Sacramento

B.S., City and Regional  
Planning  
California Polytechnic  
State University, San  
Luis Obispo

#### **AFFILIATIONS**

American Institute of  
Certified Planners  
(AICP)  
American Planning  
Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

#### **VICE PRESIDENT/DIVISION MANAGER**

*Raney Planning & Management, Inc. (April 2000 – Present)*

As the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Manager for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

#### **SENIOR PLANNER**

*City of Dixon, CA (November 1994– March 2000)*

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

#### **ASSOCIATE PLANNER**

*City of Sacramento, CA (October 1988 – November 1994)*

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.

## **STEFANIE WILLIAMS**

Senior Associate, Laurin Associates Division

### **EDUCATION**

B.A., Communications  
Studies

Emphasis in  
Interpersonal  
Communications

CSU, Sacramento

Ms. Williams brings over twelve years of experience in affordable housing industry to the Laurin Associates team. Ms. Williams is a certified market analyst through her participation in the National Council of Affordable Housing Market Analysts and has extensive experience with the specific requirements of the various funding agencies.

### **SENIOR ASSOCIATE / ASSOCIATE / RECEPTIONIST**

*Laurin Associates, a Division of Raney Planning & Management, Inc. (2000 – Present)*

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Stefanie Williams joined the Laurin Associates team in 2000. As a Senior Associate at Raney, Ms. Williams prepares market feasibility studies and reports for affordable housing projects, administers CDBG grants for small cities and counties, conducts housing conditions and household income surveys, researches and analyzes demographic and market data, and prepares various housing studies.

### **PROFESSIONAL DEVELOPMENT**

*California Council for Affordable Housing Conferences*

*HCD HOME Project Grant Administration Workshops*

*HCD CDBG Grant Administration Workshops*

*National Council of Affordable Housing Market Analysts Conferences*

### **AFFILIATIONS**

*California Council for Affordable Housing*

*National Council of Affordable Housing Market Analysts*

*Non-profit Housing Association of Northern California*

*Southern California Association of Non-profit Housing*



# PROPOSAL TO PREPARE HOUSING ELEMENT UPDATE

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## CITY OF COLFAX

August 21, 2013

*(Revised September 13, 2013)*

**Submitted To:**

Ms. Jaenalyn Jarvis Killian, Planner

City of Colfax

33 S. Main Street

Colfax, CA 95713

Phone: (530) 346-2313

E-mail: [planning@colfax-ca.gov](mailto:planning@colfax-ca.gov)

**Submitted By:**



**LAURIN ASSOCIATES**

a division of



**Contacts:**

Jayne Raab, Division Manager

Laurin Associates, a Division of Raney Planning & Management, Inc.

1501 Sports Drive

Sacramento, CA 95834

Phone (916) 372-6100

E-mail: [jraab@laurinassociates.com](mailto:jraab@laurinassociates.com)



**WWW.RANEYMANAGEMENT.COM**

**NORTHERN CALIFORNIA**

1501 SPORTS DRIVE  
SACRAMENTO, CA 95834

TEL: 916.372.6100 • FAX: 916.419.6108

August 21, 2013

Ms. Jaenalyn Jarvis Killian, Planner  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

Re: Housing Element Update for the 2013 – 2021 Planning Period

Dear Ms. Killian:

On behalf of Laurin Associates, a Division of Raney Planning & Management, Inc., I am pleased to submit the following proposal for preparation of the City of Colfax's 2013 – 2021 Housing Element Update. We understand that the City wishes to adopt and submit the updated Housing Element to HCD within 120 days of the October 31, 2013 deadline.

Given that Laurin Associates prepared the City's previous Housing Element, we anticipate that the Housing Element Update for the 2013 – 2021 planning period will be a fairly succinct process. Further, the City qualifies for HCD's new streamlined approach as they are currently in compliance with HCD. As the Project Director, I will work closely with City staff and HCD throughout the preparation of the Housing Element Update to ensure that all requirements are met and that all milestones are completed in a timely and cost efficient manner.

Raney understands that the City will prepare the required CEQA documentation for the Housing Element, anticipated to be a Negative Declaration or Mitigated Negative Declaration. Our approach is to serve as an extension of City staff and tailor our services to meet the unique needs of the City and the Housing Element Update project. I will work closely with City staff to refine the following scope of work, as needed, upon project initiation to meet the needs of the City.

Thank you for the opportunity to submit our proposal for your consideration. If you have any questions regarding our proposal or scope of services, please don't hesitate to contact me. We look forward to working with you and the City of Colfax on the Housing Element Update project.

Thank you,

Jayne Raab, Division Manager  
Laurin Associates  
jraab@laurinassociates.com



**LAURIN ASSOCIATES**

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# I. Technical Scope of Work

## PROJECT UNDERSTANDING

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In 1969, the State of California mandated that a Housing Element be included within every City and County's General Plan, recognizing the importance of providing adequate housing for all economic segments of the community. The Housing Element serves as an integral part of the General Plan for the purpose of assessing current and planning for future housing needs within the community, including extremely low, very low, low, middle, and upper income households. Jurisdictions were required by California law to revise and update the Housing Element every five years; however, new legislation now allows for an 8 year planning period for compliant jurisdictions.

The City of Colfax is located in central Placer County, off of Interstate 80 and approximately 50 miles east of the City of Sacramento in the lower Sierra Nevada Mountains. The City has a current population of approximately 2,000 and encompasses approximately 1.4 square miles. As a part of the Sacramento Area Council of Governments (SACOG), the City of Colfax has a RHNA requirement of 51 units for the 2013 – 2021 planning period.

Laurin Associates understands that the City of Colfax has a certified Housing Element for the 2008 – 2013 planning period. In addition, the City is currently in the process of updating their Density Bonus in order to remain in compliance with HCD. Therefore, Laurin Associates anticipates that the City will be eligible for HCD's recently adopted Streamlined Update process, assuming that the Density Bonus is adopted in accordance with HCD requirements.

Pursuant to HCD and SACOG requirements, the City of Colfax is required to update their Housing Element for the 2013 – 2021 planning period by October 31, 2013. Based on discussion with the City and HCD staff, the City must adopt the Housing Element within 120 days of the October deadline (anticipated to be February 28, 2014). Laurin will work closely with City staff and HCD in preparing the Streamlined Update to ensure that the Housing Element is compliant with the updated HCD Guidelines.

## APPROACH

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The City of Colfax Housing Element Update will be prepared in compliance with all applicable State Housing Element Laws and HCD requirements. HCD recently adopted Updated Housing Element Guidelines in December 2012. The Update Guidance is intended to assist local governments and stakeholders with streamlined updates and HCD review of the Housing Element. Laurin Associates will follow the updated guidance to prepare the City's Housing Element update.

### Housing Element Checklist

Laurin will use HCD's new Housing Element Checklist to ensure the update includes all statutory components of State housing element law. The Checklist will expedite the City's review of the Administrative Draft Housing Element, in addition to HCD's review of the submitted Draft Housing Element.

### Streamlined Update

Having prepared the City of Colfax's certified Housing Element for the 2008 – 2013 planning period, Laurin Associates is aware that the City's Housing Element is currently in compliance with HCD. Further, the City is currently in the process of updating their Density Bonus, as previously noted, to meet HCD requirements. Therefore, Laurin Associates anticipates that the City will be eligible to use HCD's new Streamlined Update format. The Streamlined Update template option is applicable to the following areas of the Housing Element update:

- Sites Inventory and Analysis
- Analysis of Governmental and Non-Governmental Constraints
- Housing Needs Assessment, including special needs groups (excluding the quantification and analysis of homeless individuals and families)
- Units At-Risk of Conversion to Market Rate
- General Plan Consistency
- Coastal Zone Housing – N/A

For the above areas, the updated Housing Element is submitted showing all changes through ~~striketrough~~, underline, redline, or highlighting of other designation. It should be noted that Laurin Associates recognizes that SACOG has developed, and HCD approved, regional data sets for jurisdictions within the SACOG region for use in preparing Housing Element Updates for the 5<sup>th</sup> cycle. Laurin Associates will rely on SACOG's HCD-approved Housing Element Data and Resources to the greatest extent feasible for quantification of existing housing needs. Given that HCD has reviewed and approved the data sets, Laurin Associates anticipates that use of the existing data will further streamline the Housing Element process, including review by City and HCD staff.

The following areas of the Housing Element must be completely updated:

- Public Participation
- Review and Revise
- Programs and Quantified Objectives
- Any new statutory requirements since the prior update

Laurin Associates will update the Housing Element goals, policies, programs, and implementation based on the analysis of the above areas to ensure the Housing Element contains programs to:

- Ensure housing opportunities are available to all persons in the City;
- Preserve and improve the existing stock of affordable housing;
- Facilitate development of adequate housing and infrastructure to meet the needs of low and moderate income households, while meeting the regional share of goals;
- Mitigate any governmental constraints to housing production, improvement and/or maintenance; and
- Ensure consistency and compliance with all other General Plan elements, community goals, and all relevant State of California Assembly Senate Bills.

According to State regulations, each County and City General Plan is to be internally consistent; meaning that no one element of the General Plan may contain provisions inconsistent with provisions in other elements. Required General Plan elements include land use, circulation, housing, conservation, open space, noise and safety. The Housing Element update will identify where conflicts exist and describe how consistency will be achieved as well as how the goals of the Housing Element will be addressed. Other actions required to be consistent with these elements include subdivision maps, specific plans, building permits, and developer agreements. Laurin Associates will identify and discuss any inconsistencies with City staff that may require General Plan and/or Zoning amendments.

Laurin Associates anticipates that the Housing Element Update will be a joint effort in coordination with City staff. Ms. Jayne Raab, Division Manager, will serve as the Project Director for preparation of the Housing Element and will be responsible for overseeing the day to day activities of Housing Element preparation, coordinating with the City and responding to staff inquiries about the Housing Element update and the process. Ms. Raab will be assisted by Vice President Cindy Gnos, AICP and Associate staff, as needed, for planning and technical support. Laurin Associates anticipates regular communication with City staff as well as the State Department of Housing and Community Development throughout the development and processing of the Housing Element. Based on discussions with City staff, Laurin Associates anticipates that the City will be responsible for preparing the Review and Revise portion of the Housing Element, preparing the necessary CEQA documentation, and conducting the required public outreach meeting(s) and hearing(s) for adoption of the Housing Element and associated CEQA document. Therefore, preparation of the CEQA document and attendance at public workshops and hearings has not been included in this scope of work. Attendance at meetings and hearings could easily be accommodated and would be billed on a time and materials basis. It should be noted that Laurin Associates will be available to provide consultation to City staff regarding preparation of the Review and Revise section of the Housing Element Update, including interface with HCD.

## **SCOPE OF WORK**

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Laurin Associates has tailored the following scope of work to meet the needs of the City of Colfax. As outlined in the Approach, Laurin Associates proposes to prepare a Streamlined Update, utilizing the City's current Housing Element. Laurin Associates proposes the following tasks for completing the streamlined update for the 2013 – 2021 planning period.

### **TASK 1                      PROJECT INITIATION**

Ms. Jayne Raab will attend a kickoff meeting with City staff to initiate the process, to gather data, and to discuss agreeable methods of regular communication as well as to refine the work program and timeline. Laurin Associates will collect all relevant reports and materials, and perform a review of the work program. Laurin Associates assumes that the following documentation will be provided by the City for review and use in preparing the 2013 – 2021 Housing Element Update:

- Housing Element Progress Reports;
- Prior Housing Element Update documents and administrative record;
- Written correspondence with HCD;
- Most recent Housing Conditions and Income Surveys;
- City of Colfax General Plan Land Use Element and associated Final EIR; and
- Any relevant housing programs and ordinances currently in place.

It should be noted that Laurin Associates prepared the City of Colfax's 2008 – 2013 Housing Element, and therefore, already has several of the above-listed documents on-file. In addition, Laurin Associates recognizes that the City is in the process of preparing their first Housing Element Progress Report. Laurin Associates will coordinate with the City to obtain any remaining information items upon project initiation.

In addition, Ms. Raab will work with the City to identify a list of stakeholders, advocacy groups, senior citizen groups, and other agencies directly affected by the Housing Element to contact for participation. Laurin Associates anticipates that the City will prepare and distribute the necessary noticing to the list of stakeholders, including but not limited to, departments and other public agencies with interest in housing, service agencies that are active in the community, neighborhood organizations, homeless services providers, and affordable housing developers among others. However, Laurin Associates will be available to assist the City in any way necessary. Following the kickoff meeting, Laurin Associates will make any necessary refinements to the scope of work and provide the City with a final work program.

## **TASK 2 PUBLIC PARTICIPATION**

Laurin Associates believes the level of coordination between the City, local citizens, and public officials is directly proportional to the success of the project. The inclusion of community stakeholders in the Housing Element public participation process helps ensure appropriate housing strategies are more efficiently and effectively evaluated, developed, and implemented. Based on discussions with City staff, Laurin Associates anticipates that the City will conduct all necessary community outreach meetings and public hearings. It should be noted that attendance at workshops and meetings/hearings is not included in this scope of work. Ms. Jayne Raab will be available to attend workshops and hearings, if requested by the City, and would bill on a time and materials basis in addition to the proposed cost estimate in this proposal.

### **2(a) Community Workshop**

Based on discussions with City staff, Laurin Associates anticipates that City staff will conduct a Joint City Council and Planning Commission workshop to solicit input from the public. Laurin Associates will provide the City with any necessary Housing Element related materials for the meeting.

### **2(b) Planning Commission & City Council Hearings**

Laurin Associates anticipates that the City will conduct the necessary Planning Commission and City Council Hearings for adoption of the final version of the Housing Element and associated Initial Study. Laurin Associates will provide copies of the Final Housing Element, as outlined in Task 9(c) below.

2(c) Project Management / Other Meetings

Laurin Associates will be available to attend regular meetings (anticipated to be conference calls) with City staff throughout the Housing Element update process. In addition, Laurin Associates assumes regular phone and e-mail communication with City staff and HCD throughout the Housing Element Update process for project management. Attendance at additional meetings and hearings could easily be accommodated, as directed by the City, and would be billed on a time and materials basis.

### **TASK 3                      REVIEW & REVISE**

According to Article 10.6 of the Government Code, every jurisdiction shall review their Housing Element in order to evaluate the following three key issue areas: a) the effectiveness of the Housing Element in attainment of the community's housing goals and objectives; b) the progress of the City in implementation of the previous Housing Element; and c) appropriateness of the housing goals, objectives and policies in contributing to the attainment of the state housing goals. Review and evaluation of the previous Housing Element will ensure a more comprehensive update and will result in more effective and efficient implementation for the 2013 – 2021 planning period.

Based on discussions with City staff, Laurin Associates understands that City staff will be responsible for preparing the Review and Revise section of the Housing Element. Laurin Associates will be available to the City for consultation; including providing guidance, interfacing with HCD on behalf of the City, and answering questions regarding revisions. Laurin Associates that the Review and Revise will include analysis of the three key factors outlined below.

3(a) Effectiveness of the Previous Housing Element

Laurin Associates will work closely with City staff to identify previous projections and plans and compare those plans to actual progress in implementation and meeting the City's RHNA goals. Laurin Associates will evaluate the progress in terms of what areas of the Housing Element were met, exceeded, or fell short.

3(b) Progress in Implementation of the Housing Element

Laurin Associates will review the results of the previous element's goals, objectives, policies, and programs in coordination with City staff. The results will be both quantitative and qualitative in nature based on the comparison of the prior Housing Element's goals to what was actually achieved and implemented. In addition, Laurin Associates will evaluate the existing Housing Element's compliance with applicable statutes and current State Housing Law.

3(c) Appropriateness of Goals, Objectives, and Policies

This section of the Housing Element will describe how the goals, objectives, policies, and programs are being changed or adjusted to incorporate the results from analyses in tasks 3(a) and 3(b). Laurin Associates will work closely with the



City of Colfax in identifying which goals, objectives, policies, and programs need to be updated as well as what changes need to be made. In addition, this section will identify any changes in the City's goals and policies for implementation in the Housing Element update for the 2013 – 2021 planning period.

Laurin Associates will provide a written summary of the above analysis to be submitted to the City. Together with public feedback and input from City staff, the above analysis will be used to form the basis for the update of the Housing Element.

#### **TASKS 4                      HOUSING NEEDS ASSESSMENT**

Laurin Associates will use data from SACOG's Housing Element Data and Resources to the greatest extent feasible as well as the 2010 Census, American Community Survey, California Department of Finance, and ESRI, as needed, to update the Housing Needs Assessment. Based upon HCD's streamlined update requirements, Laurin Associates will update the analysis and conclusions for the existing and projected share of regional housing needs for each income category, as necessary, due to changes in population and household characteristics; including quantification of population, employment, households, overpayment (including lower-income), overcrowding, extremely low-income households, and housing conditions. It should be noted that Laurin Associates has not included preparation of a Housing Conditions Survey or Housing Income Survey in this scope of work. Should the City of Colfax identify the need for either survey, Laurin Associates would be available to assist the City and would amend the scope of work, schedule, and budget accordingly.

Pursuant to Senate Bill 244, Laurin Associates will review the City's General Plan Land Use Element and identify any unincorporated disadvantaged communities within or adjacent to the sphere of influence. Laurin Associates will analyze each community's characteristics, including the adequacy of public services and facilities, to identify any deficiencies.

Based on the above analysis, Laurin Associates will update the Housing Element's existing policies and programs, as necessary, to reflect changes in the analysis and conclusions. Laurin Associates will also work closely with City staff to identify any necessary changes for implementation, if applicable.

#### **TASK 5                      PERSONS WITH SPECIAL NEEDS**

Laurin Associates will update the scope and housing needs of the elderly, persons with developmental disabilities, large families, single parent families, farmworkers, persons in need of emergency shelter, and other groups, which may be identified as having special housing needs. In addition, Laurin Associates will provide a current analysis of the extent of homeless individuals and families.

## **TASK 6                      AT-RISK HOUSING UNITS**

One of California's foremost housing problems is the potential loss of affordability restrictions on government-assisted rental housing. Several government programs, with different regulatory standards, were used to finance these properties, and thus, the nature of the risk of conversion to market rate differs.

Laurin Associates will update the inventory of at-risk units, removing units no longer at risk and adding any additional units that are at-risk of conversion within 10 years from the date of the Housing Element planning period. Laurin Associates will rely on SACOG's listing of projects at-risk of converting to market rate uses to the greatest extent feasible. Laurin will analyze the risk of the units converting to market rate and recommend policies and programs to mitigate the risk.

## **TASK 7                      POTENTIAL GOVERNMENTAL & NON- GOVERNMENTAL CONSTRAINTS**

The objective of the Constraints Analysis is to identify existing governmental and non-governmental constraints to the development of affordable, special needs, and other housing. Potential governmental constraints include: land use controls; building codes and enforcement; site improvement requirements; fees and exactions; local processing and permit procedures; fees and exactions, and housing for persons with disabilities. Non-governmental factors include: availability of financing; price of land and construction; environmental concerns; and NIMBY opposition to the preservation, conservation, and development of housing for all economic segments of the community.

Laurin Associates will evaluate housing development procedures and associated fees in coordination with City staff and make any necessary recommendations for modification. Existing development standards, including Zoning and Subdivision Ordinances, as well as LAFCo policies will also be reviewed for housing and growth-related constraints.

Laurin Associates will update constraints identified in the last Housing Element update and describe the effectiveness of the programs which were developed to mitigate the identified constraints. Laurin Associates will recommend revisions to policies and programs as appropriate.

## **TASK 8                      SITES INVENTORY & ANALYSIS**

Laurin Associates will review the existing inventory of land resources available to satisfy the identified housing need by income category, as identified by the Regional Housing Needs Assessment (RHNA). Laurin Associates will endeavor to establish that the City has a sufficient number of vacant acres of appropriately zoned land to satisfy the 2013 – 2021 RHNA requirements. Laurin Associates staff will analyze resources provided by the City of Colfax, including a list of approved (entitled) projects, and a listing of any pending projects that may be in the City limits or within the City's General Plan Sphere of Influence. Laurin Associates will also review vacant or underutilized lands that are zoned residential that may be suitable for infill development. In addition, Laurin Associates will include a summary table of sites included in

the inventory by income category in comparison to the RHNA and, if applicable, any carryover obligation. If necessary, Laurin Associates will recommend additional analysis should any shortfalls be identified.

## **TASKS 9                      PREPARE AND FINALIZE HOUSING ELEMENT**

Based on the above outlined tasks, Laurin Associates will provide the following Housing Element deliverables to the City of Colfax:

- 9(a)    Administrative Draft Housing Element  
Laurin will prepare and submit one (1) electronic copy, in Microsoft Word format, of the Administrative Draft Housing Element for City review.
- 9(b)    Draft Housing Element (Public Review Draft)  
Based upon City staff's review and comments, Laurin will revise the Administrative Draft and prepare and submit five (5) bound copies and one (1) electronic copy, in Word and PDF formats, of the Draft Housing Element for City staff distribution to HCD, City Council, Planning Commission, and the general public for review and comment.
- 9(c)    Final Draft Housing Element  
Based upon comments from HCD, City Council, Planning Commission, and the public, Laurin will revise the Draft Housing Element and submit a Final Housing Element to the City. Laurin Associates will work closely with City staff to ensure that the City meets all HCD deadlines and requirements. Upon HCD determination of compliance of the Final Draft Housing Element, Laurin will submit five (5) bound copies and one (1) electronic copy, in Word and PDF formats, of the Final Draft Housing Element for final adoption at the Planning Commission and City Council hearings. Laurin assumes that the City will distribute the Final Housing Element to HCD, City Departments, and pertinent stakeholders; however, Laurin Associates will be available to assist the City with distribution of the Housing Element, if necessary.
- 9(d)    State Certification  
Laurin will work closely with HCD and assist the City in achieving State certification of the Housing Element after adoption by the City.

## **UNANTICIPATED OR SIGNIFICANT COMMENTS**

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Laurin Associates will work closely with HCD throughout the preparation of the Housing Element in order to minimize the number of HCD comments. However, Laurin Associates recognizes that unanticipated issues may arise, such as receipt of a significant number of public comments on the Housing Element or the need for adoption of new ordinances or legislation for the implementation of the Housing Element. Should any unanticipated issues arise, Laurin Associates would coordinate with the City immediately to discuss the need for additional work and/or associated contract amendments.

## II. Schedule

The following tentative schedule is based on experience with similar Housing Element processes. The schedule could be lengthened or shortened, depending on the needs of the City of Colfax. Factors that could lengthen or shorten the schedule include the receipt of the notice to proceed, timing of receipt of pertinent documentation from the City, and unanticipated issues arising during the development and processing of the Housing Element.

TENTATIVE SCHEDULE City of Colfax Housing Element Update	
Milestones	Date
Notice To Proceed	September 6, 2013
Kick-off Meeting	Week of September 9, 2013
Submission of Administrative Draft Housing Element to the City of Colfax	November 11, 2013
Receipt of City Comments on the Administrative Draft Housing Element	November 25, 2013
Submission of Draft Housing Element to the City and HCD	December 4, 2013
60-day HCD / Public Review Period	December 6, 2013 to February 4, 2014
Submit Final Housing Element to the City of Colfax	February 18, 2014
City Council Adoption Hearing	Week of February 18, 2014
Submit Final Housing Element to HCD	February 25, 2014

Laurin Associates will work closely with City and HCD staff to ensure that all critical tasks are completed within a timely manner and that the Housing Element is adopted within 120 days of the October 31, 2013 deadline, per HCD requirements (anticipated to be February 28, 2014). Laurin Associates has a long-standing relationship with HCD and will work closely with HCD and the City in order to ensure that the Housing Element Update meets their requirements in order to minimize comments. Based on Laurin Associates experience, early coordination and consultation with responsible agencies ensures an efficient and timely process in meeting the project objectives.

## III. Cost Estimate

The cost for completion of the City of Colfax 2013 – 2021 Housing Element Update is not to exceed \$17,103. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. The costs are based on the estimates of time for each task provided in the chart below.

Please note that should additional tasks be required beyond the current scope of work, Laurin Associates will negotiate a contract amendment with the City of Colfax for the extra work. The following assumptions were used in the calculations:

- Attendance at meetings, workshops, and hearings is not included in this scope of work. Any attendance at such meetings/hearings would be in addition to the proposed budget and would be billed on a time and materials basis.
- Laurin Associates costs are based on the assumption that the existing data and information for the City of Colfax is accurate and current and will be available for the preparation of the proposed housing and environmental documents.
- Laurin Associates will provide to the City the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is an estimate only and will be billed at actual cost.
- Laurin Associates assumes that once a Notice to Proceed is issued, the preparation of the housing and environmental documents would be a continuous process without excessive delays. Laurin Associates would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the housing documents beyond that described in this proposal; and attendance at in-house meetings. Laurin Associates would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE						
City of Colfax 2013 - 2021 Housing Element Update						
		Jayne Raab, Division Manager	Cindy Gnos, Project Planner	Senior Associate / Associate	Clerical	Cost Per Task
Task 1	Project Initiation	4				\$540
Task 2c	Public Participation	4				\$540
Task 3	Review and Revise	8				\$1,080
Task 4	Housing Needs Assessment	6		6		\$1,410
Task 5	Persons with Special Needs	4		4		\$940
Task 6	At-Risk Housing Units	4		6		\$1,140
Task 7	Potential Governmental & Non-Governmental Constraints	4	6	8		\$2,300
Task 8	Site Inventory Analysis	4		8		\$1,340
Task 9	Prepare & Finalize Housing Element					\$0
	a Administrative Draft Housing Element	4	2	24		\$3,260
	b Draft Housing Element	2		16	2	\$1,990
	c Final Draft Housing Element	2		8	2	\$1,190
	d State Certification	4		2		\$740
	Total Hours	50	8	82	4	
	Hourly Rate	\$135	\$160	\$100	\$60	
Total Labor		\$6,750	\$1,280	\$8,200	\$240	\$16,470
Expenses						\$633
	Copying/Printing*				\$ 500	
	Travel*				\$ 75	
	10% Administrative Fee				\$ 58	
<b>Total Housing Element Cost</b>						<b>\$17,103</b>
*Note: Costs for Copying/Printing and Travel are an estimate only and will be billed at actual cost.						

## IV. Firm Qualifications & Project Team Members

### FIRM QUALIFICATIONS

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Laurin Associates was formed in 1981 by Jean Laurin to provide pre-development financial feasibility and policy analysis for cities, counties, and private development interest. In January 2003, Laurin Associates merged with Raney Planning and Management, Inc. (Raney) and now is a division of the unified company. Since the company's formation, it has retained a focus on housing related planning projects ranging from market studies of affordable and special needs segments of society to housing policy analysis and development to housing elements and grant writing and administration.

Laurin's parent Company, Raney Planning and Management, Inc., is a highly professional, full-service firm providing public and private sector clients with a variety of services, including planning services, project management, CEQA/NEPA documentation, and other municipal planning services. Together, Raney Planning and Management and Laurin Associates provide both policy and environmental planning services to better serve our clients.

Laurin Associates has over 30 years of experience in helping cities, counties and private parties achieve their housing related goals. Having prepared multiple Housing Elements, Laurin Associates has the ability and understanding to tailor-make Housing Elements to each jurisdiction's unique set of housing needs.

Laurin Associates has been working with HCD programs since the early 1990s, from grant writing and administration to multi-family projects and Housing Elements. Our diverse experience and understanding of HCD programs gives us the knowledge and expertise to efficiently deliver a high quality product to the City of Colfax on time and within budget. Laurin Associates' staff can also rely on relationships with HCD staff to ensure a productive review process geared at minimizing first round review comments.

In addition to our HCD experience, Laurin Associates is thoroughly familiar with the City of Colfax's housing policies and programs, having prepared the City's 2008 – 2013 Housing Element. One of the key issue areas associated with the previous Housing Element was the City's ability to achieve the total RHNA housing needs given an existing moratorium on growth as a result of lack of sewer treatment capacity. Laurin Associates understands that the City is now able to issue new building permits as a result of completion of a new Wastewater Treatment Plant. Laurin Associates will work closely with City staff and HCD to demonstrate the City's continued ability to reach SACOG's RHNA requirements.

Additional Housing Element experience includes preparing updates for the Town of Loyalton and the Cities of Brawley, Calexico, Coachella, and El Centro to name a few. Additional information regarding relevant project history has been provided in Section V below.

## PROJECT TEAM MEMBERS

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Laurin Associates' Division Manager, Jayne Raab, will serve as the Project Director for preparation of the City of Colfax 2013 – 2021 Housing Element Update. Ms. Raab will be responsible for overseeing the Housing Element Update process. Ms. Raab will be assisted by Vice President Cindy Gnos, AICP and Associate staff, as needed, for planning and technical support. Laurin has provided a brief description of the Raney and Laurin designated project team members and their relevant qualifications below:

### **Jayne Raab – Division Manager**

**2008-Present**

Role: Project Director

Phone: (916) 372-6100

E-mail: [jraab@laurinassociates.com](mailto:jraab@laurinassociates.com)

As Division Manager, Ms. Raab oversees the staff of associates in the daily management of projects. Ms. Raab has 20 years of affordable housing experience. From 1990 – 1997 she was the Development Manager at the California Tax Credit Allocation Committee, working closely with the affordable housing community to ensure approval of developments that were feasible and that met the policy goals of TCAC. After leaving TCAC, she provided consulting services to affordable housing developers for 10 years. Since joining Laurin, she has prepared various housing and community development studies, housing elements, and grant applications. In addition, Ms. Raab provides project oversight for HOME project grant administration, residential relocation projects, and labor compliance monitoring. Ms. Raab's recent housing element experience includes preparing Housing Element Updates for the Cities of Colfax, Oroville, Hollister, and El Centro. Ms. Raab has a Master of Business Administration from the University of California, Davis.

### **Cindy Gnos, AICP – Vice President**

**2000-Present**

Role: Project Support

Phone: (916) 372-6100

E-mail: [cindygnos@raneymanagement.com](mailto:cindygnos@raneymanagement.com)

As Raney's Vice President, Ms. Gnos brings twenty-five years of experience in planning and management skills to every project. With Raney, Ms. Gnos has headed up projects in numerous California cities and counties, managing the preparation of numerous environmental documents including program-level annexation EIRs and project-level EIRs. Ms. Gnos has also provided planning services for several northern California Cities by managing the processing of development applications, preparing staff reports, and presenting at public hearings. As a planner for both the Cities of Dixon and Sacramento, Ms. Gnos brings a broad understanding of local government goals and objectives. With this combination of skills and knowledge, Ms. Gnos can create and implement effective strategies to complete a comprehensive planning process and environmental document. Ms. Gnos has a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo.



**Stefanie Williams – Senior Associate****2000-Present**

Role: Project Support

Phone: (916) 372-6100

E-mail: [swilliams@laurinassociates.com](mailto:swilliams@laurinassociates.com)

Ms. Williams is the project manager for all of Laurin's market feasibility studies, completing over 60 studies a year. She is a certified market analyst through her participation in the National Council of Affordable Housing Market Analysts and has extensive experience with the specific requirements of the various funding agencies, including California Department of Housing and Community Development, California Tax Credit Allocation Committee, California Debt Limit Allocation Committee, CalHFA, USDA, and HUD. Additionally, Ms. Williams substantial experience writing and administering CDBG grant applications, and preparing housing element updates, housing conditions studies and income surveys. Recent experience includes preparing market demographics and housing conditions surveys for Housing Element Updates for the Cities of Coachella and Imperial Beach. Ms. Williams has a Bachelor of Arts degree in Communications Studies from California State University, Sacramento.

**Nick Pappani – Special Projects Manager****2002-Present**

Role: Project Support

Phone: (916) 267-1397

E-mail: [npappani@raneymanagement.com](mailto:npappani@raneymanagement.com)

Nick Pappani has served in various capacities at Raney Planning & Management, Inc. over the past 10 years, including Senior Associate, Division Manager, and Special Projects Manager. During this time, Mr. Pappani has been involved in the writing and managing of numerous CEQA and NEPA documents for a broad range of project types, including residential, commercial, and industrial projects, as well as unique projects, such as solar generating facilities and vineyard plans involving timberland conversion. Recent relevant experience includes the Housing Element Implementation project for the City of Clayton and preparing Housing Element Initial Studies and Negative Declarations for the Cities of Brawley and Coachella. Mr. Pappani has worked in a variety of jurisdictions, including but not limited to the Cities of Clayton, Davis, Galt, Sacramento, and counties such as Placer County, Amador County, Sonoma County, and San Bernardino County.

In addition, Mr. Pappani has provided planning services to a variety of jurisdictions seeking professional assistance with expeditiously and effectively processing projects within their jurisdiction. Planning services provided include preparation of staff reports and conditions of approval, application review, and zoning code updates. Mr. Pappani has a Bachelor of Science degree in Wildlife Biology from Humboldt State University, Arcata, California.

## V. Relevant Project History

Laurin Associates' recent relevant Housing Element experience includes preparing the following HCD-certified Housing Element updates:

### **City of Colfax Housing Element Update and Initial Study**

Client: City of Colfax, California

The City of Colfax is one of six incorporated cities in Placer County. The City is located in the central County area along Interstate 80, a primary transportation route connecting Colfax to Sacramento on the south and Reno on the north. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2013 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; existing conditions and demographic data; housing needs, issues, and trends; and housing program. One of the key issue areas was the City's ability to achieve the total RHNA housing needs given an existing moratorium on growth as a result of lack of sewer treatment capacity. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

### **Town of Loyalton Housing Element Update**

Client: Town of Loyalton, California

The Town of Loyalton is located in Sierra County, California with an estimated population of 769. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; summary of existing conditions; housing needs, issues/trends; and housing program. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by Council and certified by HCD.

### **City of Brawley Housing Element Update and Initial Study**

Client: City of Brawley, California

The City of Brawley is located in the geographic center of Imperial County, approximately 210 miles southeast of Los Angeles, with an estimated population of 25,694 in 2007. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. The Housing Element was organized in four main sections: including an introduction; existing conditions and demographic data; housing needs, issues, and trends; and housing program. One of the key issue areas was the City's ability to achieve the total RHNA housing needs for the prior planning period. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

### **City of Calexico Housing Element Update and Initial Study**

Client: City of Calexico, California

The City of Calexico is located in Imperial County on the US/Mexico border, with an estimated population of 37,552 in 2009. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared to ensure consistency with the General Plan and in accordance with HCD regulations and requirements. One of the key issue areas was the City's inability to achieve RNHA affordable housing goals for the prior planning period due to lack of developer interest and market factors. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study, which was approved with the Housing Element.

### **City of Coachella Housing Element Update and Initial Study**

Client: City of Coachella, California

The City of Coachella is located in the geographic center of Riverside County with an estimated population in 2007 of 38,486. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period. The Housing Element Update was prepared concurrently and consistent with the City's General Plan Update and in accordance with HCD regulations and requirements. One of the key socioeconomic impacts facing the City was the anticipated significant increase in population and housing demand from movement of population from central Los Angeles County. Between 1990 and 2007, the City experienced a population growth rate of approximately 128 percent. The Draft Housing Element was circulated for public and HCD review and the Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study, which was approved with the Housing Element.

### **City of El Centro Housing Element Update and Initial Study**

Client: City of El Centro, California

Located in the heart of Imperial County, the City of El Centro had an estimated population of 42,071 in 2007. Laurin Associates, under contract with the City, prepared a Housing Element Update for the 2008 – 2014 planning period to ensure consistency with the City's General Plan and in accordance with HCD regulations and requirements. Key housing trends that were identified during the update as impacting the City's housing stock and future development included continued demand for subsidized rental units, continued demand for housing for homeless persons and those threatened with homelessness, demand for large family multifamily units, tight supply of appropriately zoned vacant land, and increased difficulties realizing the potential for redevelopment opportunities. In addition, approximately forty percent of El Centro's housing was in need of some level of repair in 2007. Laurin Associates prepared the Draft Housing Element, including policies to address the above housing issues, and circulated the draft for public and HCD review. The Final Housing Element was adopted by City Council and certified by HCD. In addition, Raney prepared the Initial Study and Negative Declaration, which was approved with the Housing Element.

*Note: Raney also prepared certified Housing Element Updates for the Cities of Oroville, Hollister, and San Joaquin for the 2008 – 2014 planning period. Additional project descriptions are available upon request.*

### **Housing Element Initial Studies**

Raney has prepared numerous Initial Studies for Housing Element Updates; including the Hollister Housing Element Update Initial Study / Mitigated Negative Declaration, the Calexico Housing Element Update Initial Study, the Brawley Housing Element Initial Study, Coachella Housing Element Update Initial Study, and Indio Housing Element Initial Study to name a few.

# Appendix A

## Resumes

## **JAYNE RAAB**

### **Division Manager, Laurin Associates Division**

#### **EDUCATION**

Master of Business  
Administration, UC  
Davis

B.A., Psychology, Boise  
State University, Idaho

#### **AFFILIATIONS**

California Council for  
Affordable Housing

Building Industry  
Association

California  
Redevelopment  
Association

Ms. Raab brings over 18 years of affordable housing experience to Raney, including extensive experience preparing financing applications to state agencies, preparing pro formas and feasibility analyses, and coordinating private projects with public agency funding requirements. In addition, Ms. Raab served as a Manager for the California Tax Credit Allocation Committee and as a Program Analyst for the California Debt Advisory Commission.

#### **DIVISION MANAGER**

*Raney Planning & Management, Inc. (April 2000 – Present)*

As Division Manager, Ms. Raab oversees the staff of analysts in the daily management of projects: market feasibility and evaluation studies for housing needs and demand assessments; application packages for state and federal housing programs; housing elements; consolidated plans; grant management.

#### **PRINCIPAL**

*Jayne Raab Consulting (1997 – 2008)*

As Principal of Jayne Raab Consulting, Ms. Raab provided consulting services to developers of affordable multifamily housing, including: prepared financing applications for various state housing programs; analyzed project feasibility; coordinated documentation requirements between the various development team members; worked with staff of the state allocating agencies to address concerns; and worked with property managers regarding program compliance issues.

#### **MANAGER**

*California Tax Credit Allocation Committee (1991– 1997)*

As the development manager at TCAC, Ms. Raab supervised the staff of Development Analysts in the review of applications for Low Income Housing Tax Credits. Additionally, she assisted with the development of policies and regulations governing the program; conducted workshops and roundtable sessions for program participants; participated in the national development of program underwriting guidelines; and assisted with the development of TCAC's compliance monitoring program.

**CINDY GNOS, AICP**  
**Vice President**

**EDUCATION**  
Graduate Studies,  
Public Policy  
Administration  
California State  
University, Sacramento

B.S., City and Regional  
Planning  
California Polytechnic  
State University, San  
Luis Obispo

**AFFILIATIONS**  
American Institute of  
Certified Planners  
(AICP)  
American Planning  
Association (APA)

Ms. Gnos brings to Raney Planning & Management a wide range of public sector planning, management, and economic development services. Ms. Gnos specializes in land use analysis, project coordination and management, public facilitation, and CEQA processing and documentation. With nearly twelve years of public sector planning experience, she has developed an understanding of the diverse aspects of planning and community development within local governments. Her background enables her to advise clients on effective strategies regarding government permit processing, public involvement, and agency coordination.

**VICE PRESIDENT/DIVISION MANAGER**

*Raney Planning & Management, Inc. (April 2000 – Present)*

As the principal contact for most of Raney's projects, Ms. Gnos provides high-quality, uniquely personal services to Raney's clients. Serving as Project Manager for many of Raney's projects, Ms. Gnos is exceptionally organized and skilled at providing project management services to Raney's clients. In addition to project management, Ms. Gnos is responsible for the quality and content of Raney's documents, thoroughly reviewing every document before sending it out for client review. Ms. Gnos provides the energy that keeps the Raney team running in top condition, thereby ensuring that its clients receive the very best of what Raney has to offer.

**SENIOR PLANNER**

*City of Dixon, CA (November 1994– March 2000)*

Ms. Gnos served as a planner for the City of Dixon, overseeing the planning, environmental review, and development of numerous residential, commercial, and industrial projects. Ms. Gnos coordinated the City of Dixon's downtown revitalization efforts through the management of the creation of the Dixon Downtown Revitalization Plan, and through personal participation in special downtown events. She implemented the Downtown Facade Improvement Program using Redevelopment funds. Ms. Gnos also oversaw the Community Development Block Grant (CDBG) Program for the City of Dixon which included Planning/Technical Assistance Grants and a Business Revolving Loan Fund. Ms. Gnos served as the housing coordinator for implementation of the City's Housing Element, including the use of Redevelopment Funds and HOME funds in a first-time homebuyer program.

**ASSOCIATE PLANNER**

*City of Sacramento, CA (October 1988 – November 1994)*

As a land use planner for the City of Sacramento, Ms. Gnos was responsible for processing development applications. This included pre-application meetings, environmental review, coordination with the City, developer, and neighborhoods, as well as reports and presentations to the Planning Commission and City Council. During her tenure at the City of Sacramento, she also chaired the Subdivision Review Committee.

**STEFANIE WILLIAMS**  
Senior Associate, Laurin Associates Division

**EDUCATION**  
B.A., Communications  
Studies

Emphasis in  
Interpersonal  
Communications

CSU, Sacramento

Ms. Williams brings over twelve years of experience in affordable housing industry to the Laurin Associates team. Ms. Williams is a certified market analyst through her participation in the National Council of Affordable Housing Market Analysts and has extensive experience with the specific requirements of the various funding agencies.

**SENIOR ASSOCIATE / ASSOCIATE / RECEPTIONIST**

*Laurin Associates, a Division of Raney Planning & Management, Inc. (2000 – Present)*

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Stefanie Williams joined the Laurin Associates team in 2000. As a Senior Associate at Raney, Ms. Williams prepares market feasibility studies and reports for affordable housing projects, administers CDBG grants for small cities and counties, conducts housing conditions and household income surveys, researches and analyzes demographic and market data, and prepares various housing studies.

**PROFESSIONAL DEVELOPMENT**

*California Council for Affordable Housing Conferences*

*HCD HOME Project Grant Administration Workshops*

*HCD CDBG Grant Administration Workshops*

*National Council of Affordable Housing Market Analysts Conferences*

**AFFILIATIONS**

*California Council for Affordable Housing*

*National Council of Affordable Housing Market Analysts*

*Non-profit Housing Association of Northern California*

*Southern California Association of Non-profit Housing*



**NICK PAPPANI**  
Senior Project Manager

**EDUCATION**

B.S., Wildlife Biology,  
cum laude  
California State  
University, Humboldt

Mr. Pappani brings to Raney Planning & Management his technical writing and strong analytical skills to every project. As Senior Project Manager at Raney, Mr. Pappani serves in various management capacities, assisting the core management team of Raney in the day-to-day management of projects.

**SENIOR PROJECT MANAGER/DIVISION MANAGER/SENIOR ASSOCIATE**

*Raney Planning & Management, Inc. (September 2002 – August 2010)*

Mr. Pappani currently serves as Senior Project Manager with Raney and is responsible for assisting Division Manager Rod Stinson, Vice President Cindy Gnos, and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing of numerous EIRs and has served as the project manager for EIRs such as the Covell Village EIR and Target EIR in Davis, CA, the Woodland Gateway and Auto Center EIR in Woodland, CA, the Marseilles EIR in Brentwood, CA, as well as the Timberline at Auburn, Bohemia Retail, and Rancho Del Oro Estates EIRs in Placer County, CA. Mr. Pappani has also written several Initial Studies for Cities including but not limited to, Folsom, Woodland, Sacramento, Oakley, Brentwood, Stockton, and Clayton. In addition to CEQA documentation experience, Mr. Pappani has also provided planning services for various jurisdictions during his time at Raney, including but not limited to serving as a contract planner for the City of Wheatland, and Clayton, CA.

**WILDLIFE TECHNICIAN**

*Grand Canyon National Park, AZ (May to August 1999 and 2000)*

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

**FIELD TECHNICIAN**

*LBJ Enterprises, Eureka, CA (May to August 1998)*

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, CA. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

# City of Colfax

## Housing Element Update

### PROPOSAL FOR SERVICES

Submitted to:

Mrs. Jaenlyn Jarvis-Killian  
Brigit S. Barnes & Associates, Inc.  
3262 Penryn Road, Suite 200  
Loomis, CA 95650

*On behalf of the City of Colfax*

Submitted by:

Mintier Harnish  
1415 20th Street  
Sacramento, CA 95811  
916.446.0522  
mintier@mintierharnish.com  
www.mintierharnish.com

September 4, 2013

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# INTRODUCTION

## Project Understanding

The City of Colfax is seeking a qualified firm to update its Housing Element. The firm must be capable of preparing a Housing Element that is responsive to the concerns of the public, acceptable to the City Council, and complies with all the requirements of State law in order to be certified by the California Department of Housing and Community Development (HCD).

The housing element is an element of the General Plan. However, unlike other elements, State law requires cities and counties to update the housing element according to a mandated schedule. It is also the only element subject to detailed statutory requirements and review and certification by the State for compliance with the law.

SB 375 established an eight-year cycle for RHNA determinations and housing element adoption to match up with the timing for greenhouse gas reduction targets and preparation of the Regional Transportation Plan (RTP) and Sustainable Community Strategy (SCS). Cities and counties that do not adopt their housing elements within 120 days of the mandated due date will be required to update their housing element every four years instead of eight.

The City of Colfax must adopt its Housing Element no later than February 28, 2014, to avoid the four-year penalty. This is an extremely short time frame, particularly considering the HCD review time periods. We have prepared our proposal to accommodate this challenging schedule.

## Summary of Approach

To save on costs and expedite the preparation of the Housing Element, our proposal assumes a cooperative, close work effort with City staff. We assume the City will be responsible for facilitating the required workshops and hearings, preparing the Housing Element Policy Document with peer-review assistance from the Consultants, and conducting the required CEQA review. However, we provide, as an option for each of those tasks, a cost estimate for our services. Our work scope for preparing the City's Housing Element includes all tasks necessary to prepare a housing element consistent with State Housing Element law. We identify phases and tasks for which we are responsible and those for which the City is primarily responsible.

As a service to member agencies, SACOG staff developed regional data sets to support local jurisdictions' work on housing element updates. The California Department of Housing and Community Development (HCD) has reviewed the housing element data and approved its use in housing element updates by jurisdictions in the SACOG region. The HCD approval means that data drawn from these data sets would not need to be reviewed again by HCD when the housing element is submitted. Our approach to updating the City's Housing Element will be to make the process as efficient and streamlined as possible, using information from the existing Housing Element and housing element data gathered by SACOG, as appropriate.

A new aspect of this fifth round of housing element updates is HCD's streamlined review. HCD has developed a new approach to facilitate their review process. For jurisdictions that qualify for the streamlined update, this approach has resulted in fewer comments from HCD and more conditional approval letters after the first review. We understand that the City has implemented several of the programs necessary to qualify for streamlined review and is in the process of preparing a revised density bonus ordinance to complete the final requirement of streamlined review. We have worked with several jurisdictions to complete the streamlined review and will explore this option with the City of Colfax.

## SCOPE OF WORK

The following scope of work includes all the tasks necessary to update the Housing Element consistent with State law in a timely and efficient manner. We identify phases and tasks for which we are responsible and those for which the City is primarily responsible (“City”) and those for which the Consultants will be primarily responsible (“MH”).

### Phase 1: Project Initiation

#### Task 1.1: Kick-Off Call (All)

The Consultants will conduct a Kick-off conference call with City staff to gain a complete understanding of the Housing Element Update. The call will include:

- reviewing the scope of work and schedule;
- discussing City staff and Consultant responsibilities
- discussing information sources;
- identifying the city’s critical housing issues based on City staff’s perspective;
- reviewing recent and proposed land use changes (if any);
- discussing the desired style and format of the Housing Element;
- reviewing housing element legal requirements;
- reviewing HCD’s Implementation Review Checklist and discussing the Streamlined Review option.

### Phase 2: Update the Housing Element

The City’s existing Housing Element is comprehensive and relatively current. However, it still requires updating. The following tasks describe the steps we will take to update the existing Housing Element for the 2013-2021 planning period. The Consultants will use the pre-approved SACOG housing element data package wherever possible to make the process as efficient and streamlined as possible.

#### Task 2.1: Administrative Review Draft Background Report Update (MH)

The Consultants will update the Background Report, which contains five sections:

- Housing Needs Assessment (i.e., Population, Employment, and Housing Characteristics);
- Housing Resources (i.e., Land Use for Housing);
- Potential Governmental and Non-Governmental Constraints (i.e., Constraints to Housing);
- Housing Program Accomplishments; and
- Public Participation.

**Housing Needs Assessment.** The Housing Needs Assessment is a comprehensive evaluation of current demographic, employment, housing, and housing market conditions and trends. The Consultants will update the Housing Needs Assessment using current data, including the 2010 U.S. Census, American Community Survey (ACS), Department of Finance (DOF) estimates, Employment Development Department (EDD) reports, and other available local sources. This section includes the following information:

- **Population and Employment Trends:** Population growth trends, age, race and ethnicity, employment trends, and population and employment projections.
- **Household Characteristics:** Household income, housing cost burdens, and the ability of households of different income levels to pay for housing.
- **Housing Stock Characteristics:** Housing types, vacancy rates, housing age and conditions, overcrowding, home sale prices, rental rates, and the impacts of foreclosures.
- **Special Needs Housing:** Housing needs for special needs populations, including senior households, persons with disabilities (including addressing the needs of persons with developmental disabilities consistent with SB 812), large families, single female-headed households, farm workers, extremely low-income households, and persons in need of emergency shelter.

- **Inventory of At-Risk Units.** As required by State law, the Consultants will identify any publicly-assisted affordable housing units that are at risk of converting to market rate within ten years from the Housing Element due date (i.e., through 2023). If at-risk units are identified, the Consultants will analyze the potential risk of conversion, and estimate and analyze the costs of replacing versus preserving the units. The Consultants will also identify qualified entities and potential Federal, State, and local funding sources to preserve at-risk units.

**Housing Resources.** The Consultants will update the description of the resources and opportunities available for the development, rehabilitation, and preservation of housing. This section includes an inventory and analysis of the land resources (i.e., vacant sites), as well as the financial and administrative resources available to support housing activities.

- **Regional Housing Needs Allocation (RHNA):** This section will include a description of the City's 2013-2021 RHNA from SACOG.
- **Units Approved, Built, or Under Construction:** The Consultants will work with the City to count units that are approved, under construction, or built after the start date of the RHNA period.
- **Vacant and Underutilized Sites Inventory:** The Consultants will review and update the vacant and underutilized sites inventory from the existing Housing Element to reflect the current (as of 2015) capacity on vacant sites in the city. The vacant sites inventory will be a parcel-specific land inventory, as required by AB 2348, and will take into account environmental conditions and constraints, such as flooding, biological habitat, and fault zones.

The Consultants will strive to ensure that the inventory provides sufficient sites to meet the City's RHNA for both affordable and market-rate housing. If this analysis reveals insufficient sites, the Consultants will work with City staff to expand the inventory and propose possible sites for rezoning. However, the Consultants do not anticipate the need for rezoning based on a review of the capacity in the existing Housing Element compared to the 2013-2021 RHNA.

- **Adequacy of Public Facilities and Services:** The Consultants will review and update, as necessary, the assessment of the adequacy of water and wastewater infrastructure to meet existing and future housing needs.
- **Inventory of Financial and Administrative Resources:** The Consultants will review and update, as necessary, local, State, and Federal financial and administrative resources available to help the City implement its housing programs.
- **Energy Conservation Opportunities.** The Consultants will identify opportunities for energy conservation, including General Plan policies that promote energy conservation, and alternative energy and green building measures. The Consultants will also describe local energy conservation programs, such as weatherization and rebate programs provided by local utility companies.

**Analysis of Potential Constraints.** The Consultants will review and update the analysis of both governmental and non-governmental constraints to housing development and affordability. The housing constraints analysis will identify actual constraints and document local efforts to remove constraints to improve the City's ability to meet its share of the regional housing needs.

- **Governmental Constraints:** Potential governmental constraints include land use controls, building code regulations, improvement standards, fees, permit and processing procedures, and constraints on housing for persons with disabilities as required by SB 520 (2002),
- **Non-governmental Constraints:** Potential non-governmental constraints include availability of financing, land and construction costs, and environmental constraints.

The housing constraints analysis will document local efforts to remove governmental constraints to improve the City's ability to meet its share of the regional housing needs.

**Housing Program Accomplishments (City).** City staff will take the lead on reviewing and evaluating the implementation of the existing Housing Element policies and programs. The evaluation will identify which programs have been accomplished, which programs have



been the most successful, and why some housing programs have not been implemented or have been proven unsuccessful.

One of the purposes of this evaluation will be to assess effectiveness in meeting goals and objectives. The City will use this information to formulate new housing programs and modify existing programs for inclusion in the policy document. The Consultants will provide a peer review of the housing program accomplishments.

**Public Participation.** The Consultants will prepare a description of the public participation program for the Housing Element Update. The Consultants will closely document all opportunities for public input, including community workshops, Planning Commission and City Council meetings, and any other meetings held during the update process. The Consultants will document all public input and will describe how this input shaped the Housing Element Update.

### **Task 2.2: Administrative Review Draft Policy Document Update (City)**

The City will update the existing Housing Element goals, policies, programs, and quantified objectives based on the evaluation of the existing Housing Element, the housing needs and constraints identified in the Background Report, recent changes to State Housing Element Law, community and task force input, and feedback from City staff and elected officials. In preparing the Policy Document, the City will build upon the most successful policies and programs from the 2009-2014 Housing Element, but will explore new policy and program options with the City that reflect priorities for directing financial and administrative resources over the next eight years. The Consultants will conduct a peer review of the Policy Document to ensure it complies with the requirements of State law.

### **Task 2.3: Public Review Draft Housing Element (MH)**

The Consultants will prepare a Public Review Draft Housing Element based on comments received from City staff on the Administrative Draft Housing Element. The Consultants will provide City staff with a digital copy of the Public Review Draft Background Report to post on the City's website, and will print 15 hard copies for distribution to the Planning Commission and City Council.

## **Phase 3: HCD Review and Housing Element Revision**

### **Task 3.1: HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD (MH)**

The Consultants will prepare the HCD Review Draft Housing Element for the 60-day review. Assuming the City qualifies and wishes to pursue the streamlined update, the Consultants will complete the required HCD checklists, including the Implementation Review Checklist, Completeness Checklist, and Streamlined Update Template. Consistent with HCD's requirements for the Streamlined Review, the Consultants will prepare the HCD Review Draft Housing Element in "track changes" to highlight the changes from the existing Housing Element.

The Consultants will prepare a cover memorandum to accompany submission of the Draft Housing Element to HCD, which will assist HCD in their streamlined review by summarizing the changes that were made in the existing Housing Element. The Consultants will hand deliver the Draft Housing Element to HCD. Although, theoretically, a streamlined review may reduce the review time, under State law HCD has up to 60 days to review the Draft Housing Element. During HCD's review process the Consultants will maintain close contact with the designated HCD reviewer to answer any questions he/she may have early in the process.

### **Task 3.2: Meeting with HCD (MH/City)**

Following submission of the HCD Review Draft Housing Element and prior to the end of the 60-day review period, the Consultants and City staff will meet with HCD staff or conduct a phone call to review the Draft Housing Element.

### **Task 3.3: Response to HCD Comments (MH)**

Following the City's receipt of the HCD comment letter on the HCD Review Draft Housing Element, the Consultants will prepare a preliminary response to HCD comments and provide this response to City staff for their review. Based on comments received from City staff, the Consultants will then prepare a formal written response to HCD comments and submit the response to HCD. The Consultants will work closely with HCD to seek

a timely conditional approval letter prior to Planning Commission and City Council public hearings.

*It should be noted that, through the streamlined update process in other jurisdictions, we have been able to secure HCD approval after one round of review, without the need for an official comment letter.*

## Phase 4: Public Review and Adoption

### Task 4.1: Public Hearing Draft Housing Element

The Consultants will prepare a Public Hearing Draft Housing Element that incorporates all of the responses to HCD comments. The Consultants will provide a digital copy of the Public Hearing Draft Housing Element to post on the City website and print 15 hard copies for the Planning Commission and City Council.

### Task 4.2: Final Housing Element and Transmittal to HCD

Following adoption hearings with the Planning Commission and City Council, the Consultants will prepare the Final Housing Element that incorporates any changes made by the City Council in adopting the Housing Element. The Consultants will print 15 hard copies and provide a digital copy of the Final Housing Element.

The Consultants will prepare a cover memorandum to accompany submission of the Final Housing Element to HCD for the final 90-day review period.

## Assumptions about City Staff's Role on the Housing Element Update

As described earlier, we have identified tasks that City staff could take the lead on in order to save on costs and expedite the preparation of the Housing Element. Our scope of work assumes the City will take the lead on the following efforts:

- Facilitating the required community outreach and hearings,
- Preparing the Housing Element Policy Document with peer-review assistance from the Consultants, and
- Conducting the required CEQA review.

However, we have also included a cost estimate for the Consultants to take the lead on these efforts.

# COST PROPOSAL

The following is a detailed cost proposal for preparing the City's Housing Element Update.

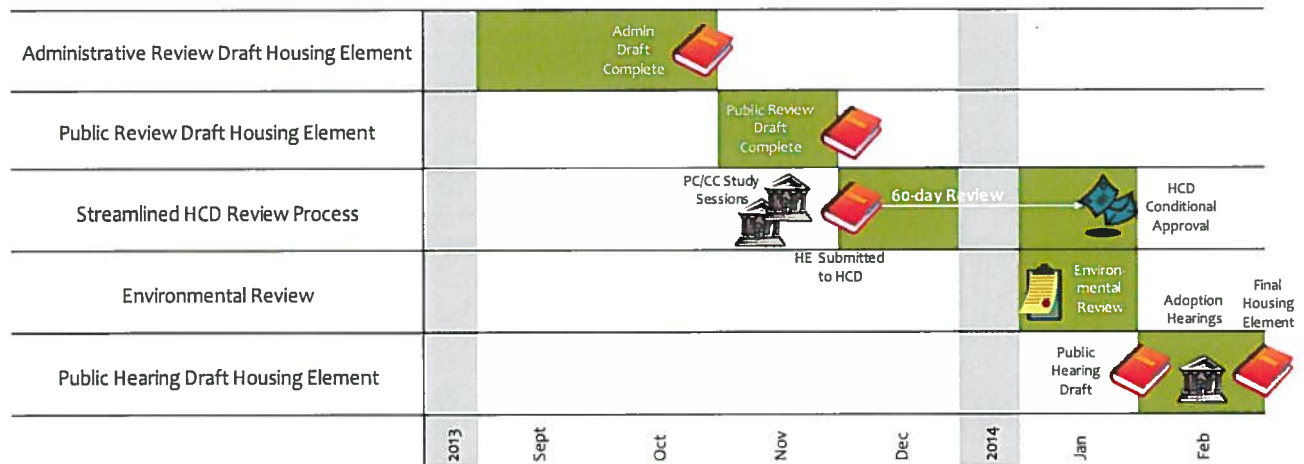
CITY OF COLFAX HOUSING ELEMENT UPDATE COST PROPOSAL Mintier Harnish September 4, 2013						
PHASES/TASKS	MINTIER Principal	NORTON Project Manager	HOLMQVIST Planner	ADMIN.	TOTAL HOURS	TOTAL COST
<b>PHASE 1: PROJECT INITIATION</b>						
Task 1.1 Kick-Off Call	2	4			6	\$980
<b>Phase 1 Subtotal</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$980</b>
<b>PHASE 2: UPDATE THE HOUSING ELEMENT</b>						
Task 2.1 Administrative Review Draft Background Report	4	32	48	4	88	\$10,540
Task 2.2 Administrative Review Draft Policy Document (Peer Review)	4	8			12	\$1,960
Task 2.3 Public Review Draft Housing Element		4	4		8	\$980
<b>Phase 2 Subtotal</b>	<b>8</b>	<b>44</b>	<b>52</b>	<b>4</b>	<b>108</b>	<b>\$13,480</b>
<b>PHASE 3: HCD REVIEW AND HOUSING ELEMENT REVISION</b>						
Task 3.1 HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD		4	8		12	\$1,380
Task 3.2 Meeting with HCD	2	4			6	\$980
Task 3.3 Response to HCD Comments	2	16	4		22	\$3,120
<b>Phase 3 Subtotal</b>	<b>4</b>	<b>24</b>	<b>12</b>	<b>0</b>	<b>40</b>	<b>\$5,480</b>
<b>PHASE 4: PUBLIC REVIEW AND ADOPTION</b>						
Task 4.1 Public Hearing Draft Housing Element		4	8	2	14	\$1,530
Task 4.2 Final Housing Element and Transmittal to HCD		2	4	2	8	\$840
<b>Phase 4 Subtotal</b>	<b>0</b>	<b>6</b>	<b>12</b>	<b>4</b>	<b>22</b>	<b>\$2,370</b>
<b>PROJECT MANAGEMENT</b>						
Project Management		4	0	8	12	\$1,180
<b>TOTAL</b>						
Total Hours	14	82	76	16	188	-
2013 Billing Rates	\$200	\$145	\$100	\$75	-	-
Labor Subtotals	\$2,800	\$11,890	\$7,600	\$1,200	-	\$23,490
Direct Expenses (Printing Costs)						\$1,250
<b>TOTAL COST</b>						<b>\$24,740</b>
<b>OPTIONAL TASKS</b>						
O.1 Community Workshops (per meeting cost)	4	8	8		20	\$2,760
O.2 City Council or Planning Commission Meeting (per meeting cost)		8	4		12	\$1,560
O.3 Policy Document Update (cost would be in addition to Task 2.2)	4	16	12		32	\$4,320
O.4 CEQA Review (assumes an Initial Study / Negative Declaration)	4	16	32		52	\$6,320

## SCHEDULE

The graphic below shows the proposed schedule for the Housing Element Update, broken down by project phase based on the Scope of Work outlined in this proposal. Our schedule allows for the 60-day streamlined HCD review. We will work closely with HCD to keep the review period as short as possible.

Our schedule has the City adopting the Housing Element before the deadline, even in the event that the Housing Element has not completed HCD review. In that case, we propose that the City adopt the Housing Element before the deadline, make changes to address any outstanding HCD comments, and re-adopt the revised Housing Element after the deadline. This schedule ensures the City adopts the Housing Element prior to the February 28, 2014, deadline, avoiding the four-year penalty.

The schedule identifies the timing of environmental review; however, based on communications with City staff, we understand that the City will be taking the lead on environmental review.





## QUALIFICATIONS

### Firm Overview

Mintier Harnish is a Sacramento-based planning consulting firm specializing in development, land use, and environmental issues. The firm's clients include public agencies, development companies, and law firms. Mintier Harnish is one of California's foremost experts in preparing general plans.

Since our founding in 1985, we have been involved in over 50 comprehensive general plan updates and nearly 50 housing element updates. We have been involved in five rounds of housing element updates since the mid-1980s. Services we provide include overall project management, meeting facilitation, public outreach, and land use and housing planning and policy.

### Housing Element Experience

We recognize that the housing element, like other general plan elements, greatly impacts the lives of those who live, work, and own property in a community. It is vital that a housing element meets not only the requirements of State law, but more importantly, the needs of the community. We pride ourselves on preparing housing elements that exceed the minimum standards for HCD certification and serve as a practical guide for day-to-day decision-making.

Having prepared nearly 50 housing elements during five rounds of housing element updates, Mintier Harnish is one of the foremost experts on housing elements in California. Mintier Harnish draws on its broad experience in preparing housing elements for diverse communities across California. We are able to apply innovative policy solutions and practical experience to the communities in which we work.

Our experience as general plan policy specialists helps us prepare housing elements that are consistent with a community's existing general plan. We stay connected to the latest updates concerning housing legislation and planning trends, and continually update our extensive library of resources with current housing policy research.

### Local Experience

Mintier Harnish has a long history and extensive experience working in the SACOG region, and is very

knowledgeable of local conditions, values, and priorities. During this latest round of housing element updates, Mintier Harnish prepared housing elements for Placer and Yolo counties, and the cities of Sacramento, Folsom, and Galt.

### Working with HCD

The Department of Housing and Community Development has certified all the housing elements we have prepared. Mintier Harnish has maintained a long, successful working relationship with many of the HCD staff reviewers. Our proximity to HCD offices makes it easy for us to meet with HCD staff face-to-face. As a result, we have developed rapport as well as an understanding of many of the unique issues and criticisms of the reviewers that often appear in their comment letters.

The biggest challenge for nearly every community is identifying adequate capacity to meet the RHNA. Every community is unique, yet Housing Element law and the RHNA process often fail to recognize local circumstances. State mandates for density, housing types, and development standards are often in conflict with local land use policies and community values. This "one-size-fits-all" approach to Housing Elements is a major source of frustration for planning staff, elected officials, and residents of many communities. Our approach to dealing with this contentious issue is to develop solutions that are tailored to our client communities and are backed by sound statistics and strong policy and programmatic commitments.

Reaching a consensus with HCD is a negotiation process and we are committed to representing the best interests of the City in this process. By maintaining close contact with HCD and representing the needs of our clients, **we have never failed to obtain certification of any of our housing elements.**

### Implementation

One of the hallmarks of a Mintier Harnish plan is an emphasis on plan implementation. With limited financial and staff resources, many communities are having trouble implementing their housing element programs. An important aspect of our approach to housing elements is ensuring that the final product is imple-

mentable. We develop programs that are feasible and provide clear direction for staff. We prioritize the programs to ensure that the most critical programs are addressed early in the eight-year time frame and are not lost in the shuffle.

## Staff Assignments

Mintier Harnish is a small business offering personalized service. We pride ourselves in the involvement of our Principals in all projects. **Larry Mintier** will be the Principal-in-Charge of the Housing Element Update, **Chelsey Norton** will be the Project Manager, and **Alexandra Holmqvist** will provide project support. Please see our full resumes in the Appendix for a more detailed description of our experience and qualifications.

### Larry Mintier, FAICP, Principal

Larry Mintier is a Principal at Mintier Harnish. He has worked for over 80 public agencies and over 50 private clients and law firms. Larry has supervised the firm's work on preparing over 50 general plans, specific plans, and master plans; nearly 50 housing elements; a half-dozen zoning and subdivision ordinances; and numerous other special studies and projects. Many of these projects involved managing multi-disciplinary teams and the preparation of environmental impact reports.

Larry has extensive experience in public outreach and consensus building, and is very effective interacting with staff, elected officials, stakeholders, and large groups of people. He relates well to a broad spectrum of people and is an effective problem-solver.

Larry is a frequent lecturer and panelist on State law and local planning practice and teaches regularly for various University of California Extension programs. He also has been retained over 25 times as a consultant and expert witness in land use litigation. Larry is a Fellow in the American Institute of Certified Planners (AICP) and a member of the California Planning Roundtable.

### Chelsey Norton, AICP, Project Manager

Chelsey Norton has eight years of experience as a planner in the public and private sectors. She specializes in the management and preparation of planning documents for public agency clients, with an emphasis on housing elements, general plans, land use planning and policy, affordable housing policy, and healthy community planning

She has prepared nearly 20 housing elements, including housing elements for Placer County, Merced County, San Joaquin County, and the cities of Stockton, Sacramento, Visalia, and Manteca, all of which have been certified by the State Department of Housing and Community Development. She has worked on eight general plans, and is currently Project Manager for the City of Folsom General Plan Update.

As a housing specialist, Chelsey has worked on the full spectrum of housing studies and plans for local agencies across California. In addition to a dozen housing elements, Chelsey provides technical assistance to cities and counties that receive assistance from HUD. She provides support on housing policy implementation, including zoning code and general plan amendments, infill housing strategies, and special housing studies. She is currently working with the Stanislaus Council of Governments (StanCOG) and Tulare County Association of Governments (TCAG) to prepare RHNPs in coordination with their Regional Transportation Plans/Sustainable Community Strategies.

As a general plan specialist, Chelsey has worked on all aspects of the general plan update, including work program development, designing community engagement strategies, compiling existing conditions, drafting visions and guiding principles, developing land use scenario models, preparing general plan elements, overseeing preparation of environmental impact reports, and making presentations to decision-makers.

### Alexandra Holmqvist, Planner

Alexandra Holmqvist, a Planner with Mintier Harnish, specializes in affordable housing policy, land use planning, and community development. She provides project research, writing, design, and GIS support. Alexandra has contributed to several plans and projects at Mintier Harnish, including the award-winning Sacramento Climate Action Plan, the San Joaquin Valley Blueprint Roadmap and Planners Toolkit, and an Inclusionary Housing Study for the City of Folsom. She is currently providing support on housing element updates for the Placer and Yolo Counties, and the Cities of Folsom and Sacramento.

Prior to joining Mintier Harnish, Alexandra interned for the State Housing and Community Development Department, where she assisted in the collection and analysis of data to update the Statewide Housing Plan and analyzed proposed community development and

land use legislation. Alexandra was also a Planning Intern for the City of Davis, where she processed planning applications, assisted with zoning code updates, and developed bicycle planning projects.

### Recent Projects

#### City of Folsom Housing Element, 2002, 2009, and 2013

Mintier Harnish was brought in as part of a consulting team to work with the City of Folsom on its Housing Element in 2002 after the City was placed under a court order for non-compliance with State law. The team was able to achieve a certified housing element. Mintier Harnish also prepared the City's 2009 Housing Element Update and is currently working on the 2013 Housing Element Update. Chelsey Norton serves as the Project Manager, and Alexandra Holmqvist provides project support.

The City has also hired Mintier Harnish to assist with follow-up implementation of Housing Element programs, including drafting Zoning Ordinance amendments, preparing staff reports, and presenting at Planning Commission and City Council meetings. Chelsey worked with the City to review and comment on the 2013-2021 Draft Regional Housing Needs Allocation for the SACOG Region.

A copy of the Draft 2013 Housing Element is available at the following web address: <http://folsom2035.com/documents>

**Contact:** Scott Johnson, AICP, Planning Manager  
Community Development Department  
50 Natoma Street  
Folsom, CA 95630  
Phone: (916) 355-7223

#### Placer County Housing Element Updates, 2008 and 2013

Mintier Harnish completed a Housing Element Update for Placer County in 2008. As part of the expanding Sacramento Region, Placer County has been one of the fastest growing counties in California. As such, the County faced the challenge of accommodating a large Regional Housing Needs Allocation of over 6,000 housing units. In addition, the eastern part of Placer County is located within the Tahoe Basin. We prepared a section of the Housing Element to address the unique regulatory

environment for development within the jurisdiction of the Tahoe Regional Planning Agency.

Chelsey Norton is currently serving as the Project Manager for the County's 2013 Housing Element Update, and Alexandra Holmqvist is providing project support. The County recently (April 2013) submitted the Housing Element for HCD Streamlined Review.

A copy of the Draft 2013 Housing Element Policy Document is available at the following web address: <http://www.placer.ca.gov/~media/cdr/Planning/documents/HousingElement/PolicyDoc.ashx>

**Contact:** Michael Johnson, Placer County Community Development Resource Agency Director  
Community Development Resource Agency  
3091 City Center Drive  
Auburn, CA 95603  
Phone: (530) 745-3197

#### City of Manteca Housing Element, 2010

Mintier Harnish completed the City of Manteca Housing Element in 2010. The updated Housing Element contains a section addressing downtown revitalization through redevelopment and new residential and mixed-use development. The Element received minimal comments from the Department of Housing and Community Development. Chelsey Norton served as the day-to-day Project Manager.

A copy of the Manteca Housing Element was included as a work sample in our submittal to City of Colfax.

**Contact:** Mark Meissner, Planning Manager  
Community Development Department  
1001 West Center Street  
Manteca, CA 95337  
Phone: (209) 456-8511

## APPENDIX


The Appendix contains Mintier Harnish's firm resume and full resumes for each staff member assigned to the Colfax Housing Element Update.



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**Mintier Harnish** is a consulting firm specializing in planning, project management, development, land use, and environmental issues. Since our founding in 1985, we have served over 160 public agencies, law firms, organizations, and companies.

Our mission is to help public agencies, residents, businesses, and other stakeholders plan their communities and improve their quality of life through solid research, community involvement, innovation, and policy leadership.

**Address**  
1415 20th Street  
Sacramento, CA 95811

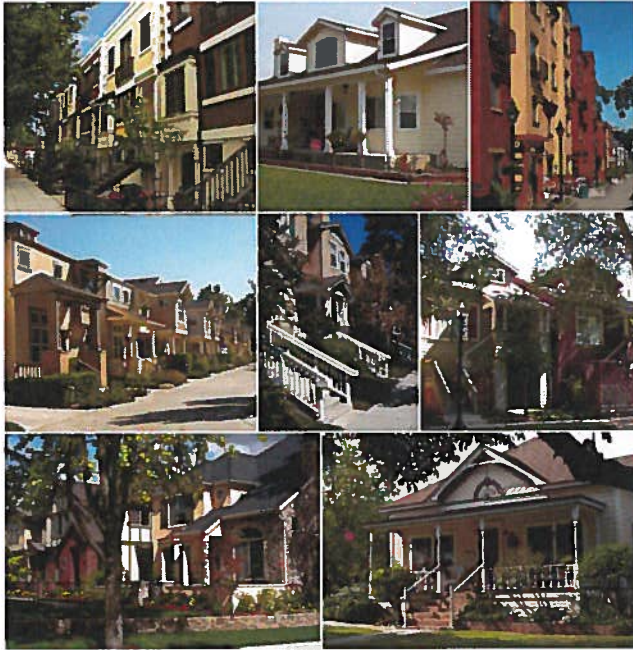
**Website/Email**  
[www.mintierharnish.com](http://www.mintierharnish.com)  
[mintier@mintierharnish.com](mailto:mintier@mintierharnish.com)

**Phone**  
(916) 446-0522

**Fax**  
(916) 446-7520



# HOUSING ELEMENTS AND RELATED PLANS



We have prepared nearly 50 housing elements and related plans and studies for cities and counties in California. During this time we have emerged as one of the leading experts in the field. In addition to preparing housing elements, we work with jurisdictions to obtain fair regional housing needs allocations through the RHNA process. We assist jurisdictions with housing element implementation, such as zoning ordinance and general plan amendments, infill housing strategies, redevelopment implementation plans, inclusionary housing studies, and other housing plans and projects. We also prepare HUD-required documents, including consolidated plans and analyses of impediments to fair housing choice.

## Representative Projects and Clients

### Housing Element Updates

City of Alameda  
City of Benicia  
City of Ceres  
City of Clayton (2)  
City of Crescent City  
City of Eureka (2)  
City of Folsom (3)  
City of Hayward  
City of Healdsburg  
City of Lodi  
City of Madera  
City of Manteca  
City of Menlo Park  
City of Newman  
City of Patterson  
City of Placerville  
City of Point Arena  
City of Sacramento  
City of Sonoma  
City of South Lake Tahoe  
City of South San Francisco  
City of Stockton (2)  
City of Sutter Creek  
City of Union City (4)  
City of Visalia  
City of Walnut Creek  
City of West Sacramento  
City of Wheatland

Town of Windsor  
City of Winters  
City of Woodland  
Butte County  
Calaveras County  
Del Norte County  
Lake County  
Madera County  
Merced County  
Placer County (2)  
San Benito County  
San Joaquin County  
Yolo County

### Other Housing Projects, Plans, and Studies

City of Ceres  
City of Dixon  
City of Folsom  
City of Fresno  
City of Madera  
City of Menlo Park  
City of Newman  
City of Stockton  
City of Watsonville  
Town of Windsor  
Placer County  
San Joaquin County  
San Joaquin County





# HOUSING ELEMENTS



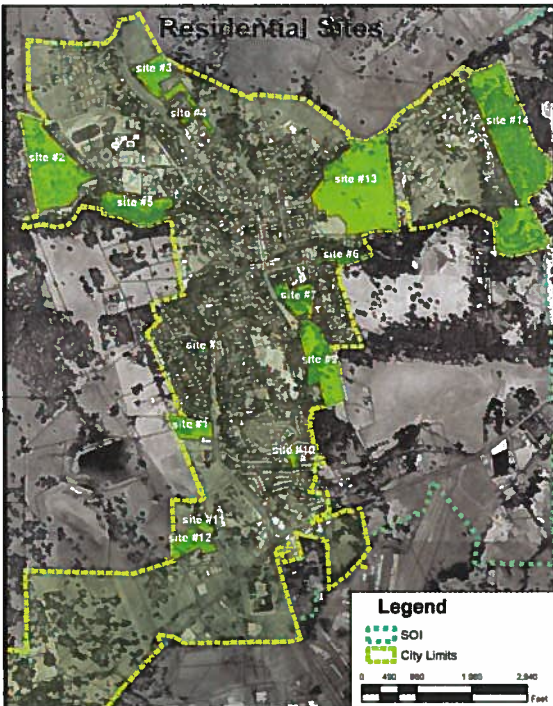
We draw on our broad experience preparing housing elements for diverse communities across California to develop innovative policy solutions for the communities in which we work.

We recognize that the housing element, like other general plan elements, greatly impacts the lives of those who live, work, and own property in a community. It is vital that a housing element meets not only the requirements of State law, but more importantly, the needs of the community.

Our experience as general plan policy specialists helps us prepare housing elements that are consistent with a community's existing general plan. We stay connected to the latest updates concerning housing legislation and planning trends, and continually update our extensive library of resources with current housing policy research.

We organize and facilitate workshops for all of our housing element projects to inform and educate members of the community on the housing element update process and requirements, and provide a forum for community members to discuss housing issues and potential policy solutions. In our workshops we attempt to dispel common myths about affordable housing by presenting examples of successful housing developments that fit well into the fabric of similar communities.

We pride ourselves on preparing housing elements that exceed the minimum standards for HCD certification and serve as a practical guide for day-to-day decision-making. **All of the nearly 50 housing elements we have prepared have been certified by the Department of Housing and Community Development.**



# HOUSING RELATED PLANS AND STUDIES



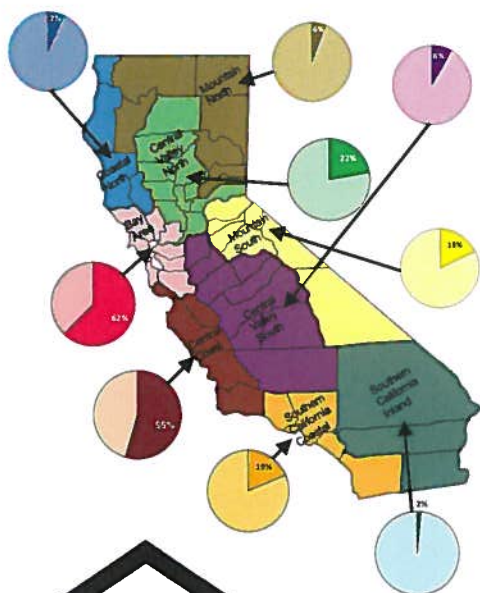
## HUD-Required Plans

We provide technical support to cities and counties that receive Community Development Block Grants (CDBG), Home Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) assistance from HUD. We assist cities and counties with the preparation of HUD-required documents, such as the Consolidated Plan and Analysis of Impediments to Fair Housing Choice.

## Housing Program Implementation

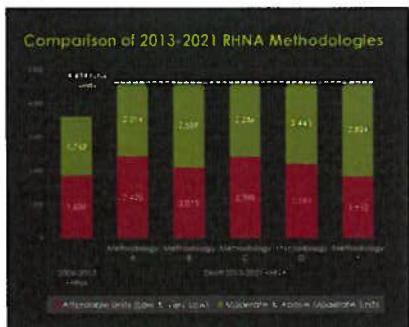
In addition to preparing housing element updates, we help cities and counties implement their housing elements. State requirements regarding housing element implementation have become more stringent in the last several years. This has created a burden for local governments, especially for those with limited staff resources. Failure to carry out many of the housing element's implementation programs may make it more difficult for local governments to obtain a certified element in the next housing element update cycle. Our housing program implementation services include:

- General Plan Amendments
- Rezoning to meet the regional housing needs allocation
- Zoning code updates and amendments to address issues such as reasonable accommodation, density bonus, inclusionary housing, universal design, tenant protection, and blight elimination
- Infill/downtown housing strategies
- Public education workshops on affordable and high-density housing
- Redevelopment implementation plans
- Special housing studies, including inclusionary housing, impediments to fair housing, commercial linkage fee, housing trust fund, parking demand



## RHNA Assistance

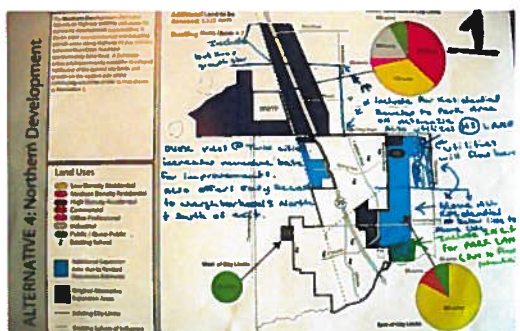
We work with regional agencies to prepare Regional Housing Needs Allocations and Plans (RHNA/RHNPs), a State requirement to determine the number of housing units that cities and counties must plan for in their housing elements. We prepare RHNA in coordination with the Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS).



We assist jurisdictions in securing a reasonable and fair Regional Housing Needs Allocation (RHNA) prior to updating the housing element. The biggest challenge for many communities is identifying adequate capacity to meet the RHNA. Every community is unique, yet Housing Element law and the RHNA process often fail to recognize local circumstances. State mandates for density, housing types, and development standards are often in conflict with local land use policies and community values. This "one-size-fits-all" approach to Housing Elements is a major source of frustration for planning staff, elected officials, and residents of many communities. We help our clients minimize these conflicts by advocating for a fair RHNA during the RHNA update and adoption process.



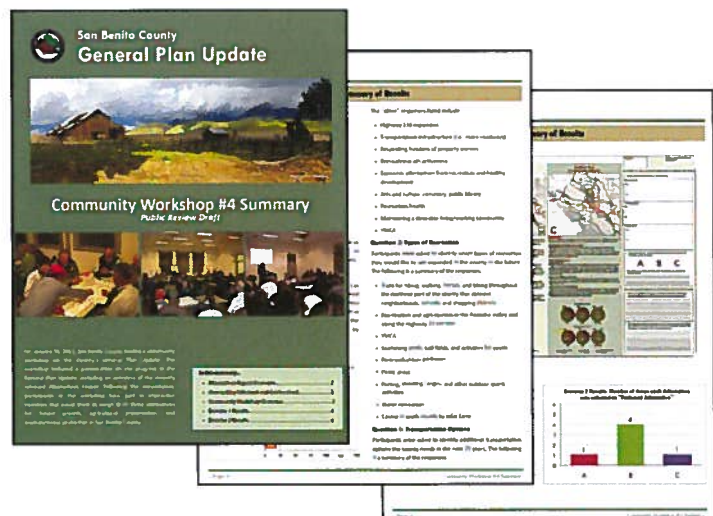
# COMMUNITY OUTREACH AND MEETING FACILITATION



We are a leader in crafting innovative, effective community outreach efforts that both inform the public and gather valuable input about community issues, needs, and expectations. Effective communication with community residents and businesses is an essential element for successful projects and programs. We organize and carry out successful planning programs through extensive outreach to and input from a broad cross-section of residents, businesses, community organizations, and other stakeholders. Our outreach program achieve three primary objectives:

1. An **inclusive process**: engage as many members of the community as possible.
2. An **instructive program**: educate citizens and decision-makers on the process, issues, options, and solutions.
3. A **validating experience**: ensure citizens and decision-makers are heard and see their voice is making a difference.

Planning for the future of a community or a neighborhood is often marked with contentious debate and conflict over seemingly irresolvable differences of opinion. With 25 years of experience, we have helped resolve a wide range of contentious and charged issues in communities. We work with local governments, community stakeholders, interest groups, and elected official to resolve conflicts through collaboration. We help a community move through difficult issues with a variety of tools and techniques including: consensus building workshops, mediated forums, and interest-based negotiation.





# COMMUNITY OUTREACH AND MEETING FACILITATION

We specialize in conducting innovative, community outreach programs. We offer a full range of services necessary to carry out successful meetings and workshops, from presenting information, to conducting interactive exercises, to gathering useful feedback.

## Advisory Committees and Focus Groups

We organize and facilitate technical and community advisory groups and form topical focus groups to help guide the planning process.

## Workshops, Townhall Forums, and Charrettes

We plan, structure, and carry out innovative and inclusive community workshops, townhall forums, and charrettes that educate communities, generate useable input, and put community members "fingerprints" on the process. For each workshop or meeting we create and give instructive presentations to educate participants. We design and facilitate validating exercises to gather feedback.

## Community Event Information Booths

We develop and staff informational booths for community events to "take the project to the people." Booths or "traveling roadshows" display project information and exhibits and allow community members to provide input in the process. This method can also take the form of a storefront kiosk, that can be staffed or set up to allow passing residents to "window shop" the project exhibits.

## Community Connectors and Contacts

We work with organizations and individuals who are leaders in their communities to build support for the program and generate additional contacts for and participants in the planning process.

## Project Branding

We generate unique branding and publicity approaches to projects to distinguish them under a common, recognizable theme and ensure the effort is in the minds of the community as a household name.

## Websites and Social Networking Sites

We design and manage project specific websites that provide key project information, meeting updates, project documents, and interactive input forms. In conjunction with a project website, we create and manage social networking sites (e.g., Facebook, Twitter, Google+) that keep community members informed and involved in the process.

## Newsletters and e-Blasts

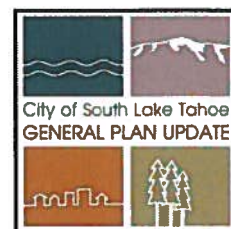
We design and prepare newsletters and e-Blasts that summarize key project deliverables and project processes, advertise project meetings, and solicit input from community members.

## Community Surveys and Polling

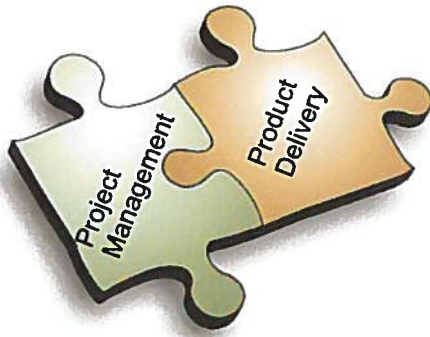
We create focused survey instruments to poll and solicit feedback from community members on topical issues and options for the project. Surveys are conducted in person, through newsletters or other materials, or via the project website or other internet-based system.

## Meeting and Document Translation

We work with community organizations and private firms to ensure that all segments of a community can participate and understand the project. We work with trained translators in public meeting situations and to translate key project materials.

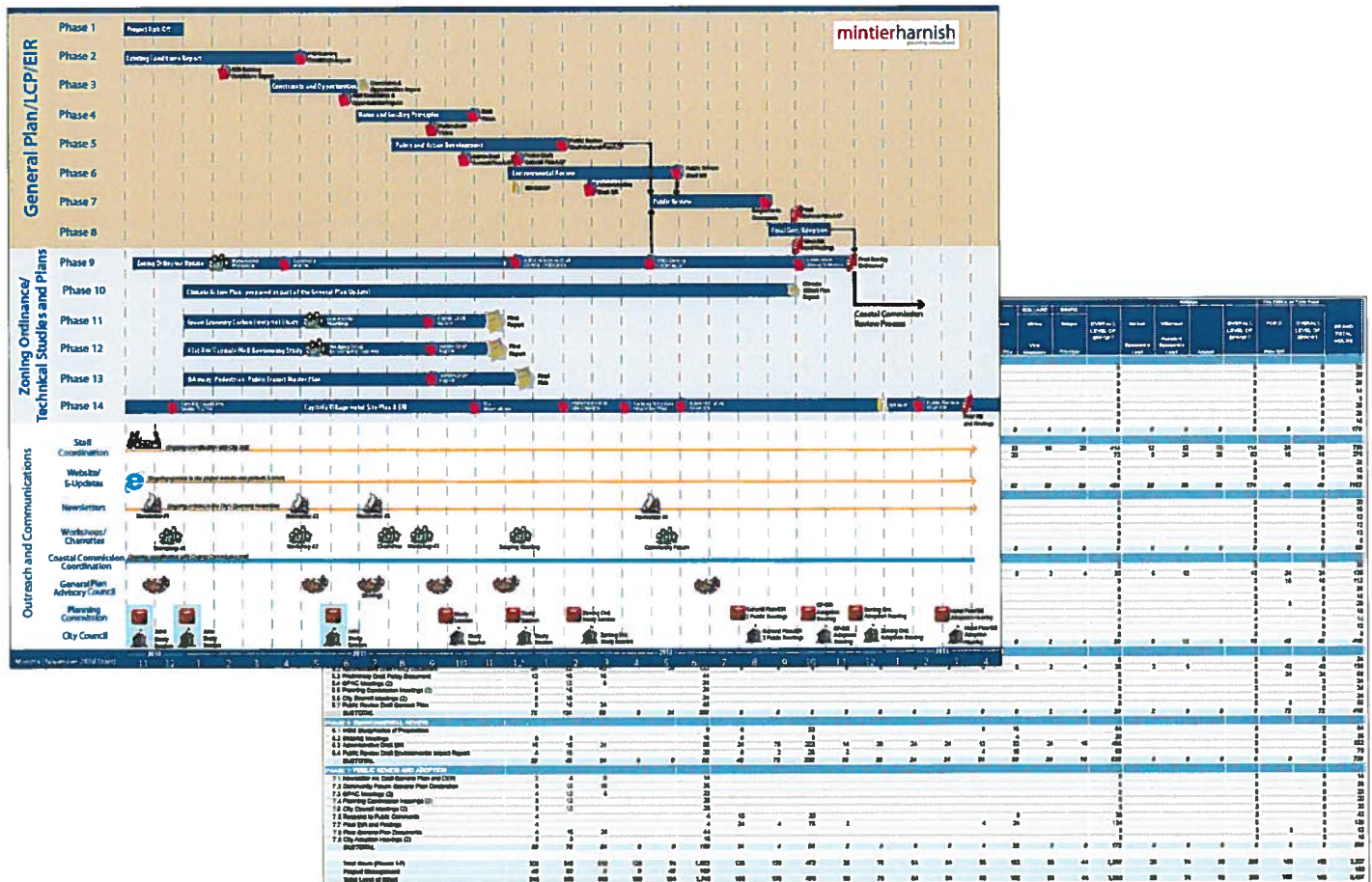


# PROJECT MANAGEMENT



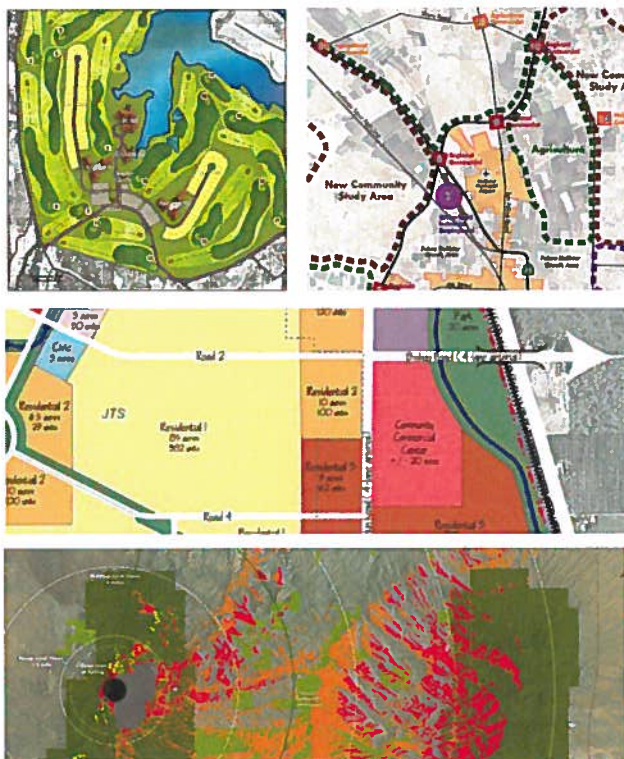
We provide project management services for a broad range of projects and programs. We help our clients prepare project work programs, budgets, and schedules tailored to their specific needs and objectives. We make sure our clients have the right team of specialists to get the job done and then closely manage the work to ensure the project is completed on time and within budget. We are particularly skilled at managing large, interdisciplinary teams to carry out complex planning projects. Project management services include:

- Project oversight, coordination, and management
- Project descriptions
- Detailed work programs by phase, task, and subtask
- Deliverables by phase
- Budgets by phase, task, and person
- Detailed project schedules
- Contract preparation
- Selection and management of technical specialists
- Detailed monthly status reports
- Problem-solving and troubleshooting





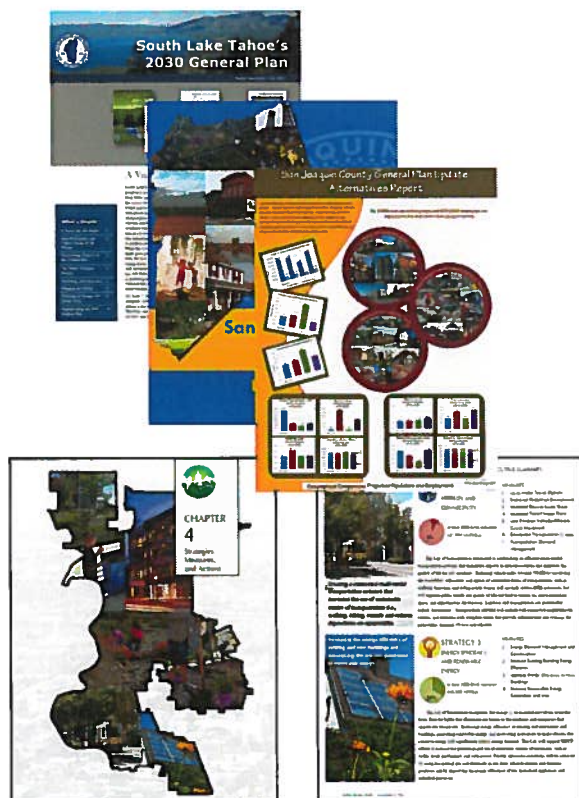
# GEOGRAPHIC INFORMATION SYSTEMS AND TECHNICAL ANALYSIS



We have the technical and analytical capability to perform a variety of GIS analyses, including land use modeling, site suitability analysis, holding capacity and buildout analysis, data collection and conversion, database creation, and natural resource mapping. We have extensive experience using the ArcGIS family of software products and have an in-depth knowledge of ArcMap, Spatial Analyst, and 3D Analyst. We maintain an extensive database of up-to-date geospatial information.

We incorporate Geographic Information Systems (GIS) mapping and analysis into all of the services we provide. We analyze GIS data for baseline studies and alternatives analysis. We prepare small maps for documents and reports and large-scale maps for use in our public participation efforts.

## DOCUMENT PRODUCTION AND GRAPHIC DESIGN



We have designed, formatted, and produced literally hundreds of documents ranging from graphic newsletters to 1,000-page reports. We also produce high-quality, large format prints and aerial photos. Typically, these services are provided as part of one of our planning consulting projects; however, our report preparation and printing expertise can be applied to any subject. We offer the following services:

- Text editing
- Publication design layout and formatting
- Graphic design
- Printing
- Binding



## EDUCATION

### Juris Doctor

McGeorge School of Law, University of the Pacific

### Bachelor of Arts, History

University of California, Davis

## CERTIFICATIONS/AFFILIATIONS

- \* California State Bar Association (Bar No. 99326)
- \* American Planning Association
- \* Urban Land Institute

## EXPERIENCE

### Mintier Harnish

Principal

### City of South San Francisco

Planning Director

### Sugnet & Associates

Vice President

### City of Folsom

Community Development Director

### City of Sacramento

Environmental Coordinator

### Balfrey & Abbott

Attorney

### Mintier Harnish & Associates

Partner

### Sacramento Area Council of Governments

Planner

### County of Sacramento

Planner

## PROJECTS

- \* General plans for over 10 cities and counties throughout California
- \* Environmental impact reports for over 100 general plans and other projects
- \* Zoning and subdivision ordinance revisions for several cities and counties



**Jim Harnish** is a Principal at Mintier Harnish.

He has been a planner and project manager since 1970. He is also an attorney with extensive experience in land use and CEQA. He has managed public agencies and private consulting firms. He specializes in project management for general plans, specific plans, and large private planning projects; CEQA compliance and environmental document peer review; zoning and regulatory ordinance preparation; and public outreach and consensus building.

Jim is currently principal-in-charge of general plan updates for the Cities of Hayward and Gilroy, and the Counties of Merced, San Benito, and San Joaquin.

Jim's broad experience, in both the public and private sector, in land use planning, regulatory codes and ordinances, permit processing, environmental analysis, toxics and hazardous materials, wetlands and endangered species, and legal analysis enables him to bring a wealth of experience to every project.

Jim has extensive experience in supervising large planning staffs and managing interdisciplinary consultant teams on complex planning projects. Jim has managed or prepared general plans for the Cities of Alturas, Galt, Hayward, Healdsburg, Sacramento, South San Francisco, and Wheatland, and the Counties of Modoc, San Joaquin, Merced, and San Benito. He has managed the preparation of specific plans for Southwest Live Oak, the Mountain House New Town in San Joaquin County, and the Gold Rush Ranch in Sutter Creek. He also assisted Genentech with the preparation and approval of its South San Francisco Campus Master Plan and EIR. Jim has also prepared zoning ordinance updates for several communities, including Kern, Sierra, and San Joaquin Counties and the Cities of Folsom and South San Francisco.

Jim has managed the preparation of or conducted critical third party review of numerous EIRs and negative declarations. As Environmental Coordinator for the City of Sacramento, he led the restructuring of the City's environmental review procedures. He has worked extensively with State and Federal regulatory agencies in creating and negotiating Habitat Conservation Plans (Coalinga), 404 permits, and wetland mitigation plans.

## EDUCATION

**Master of Regional Planning**  
Cornell University  
**Bachelor of Arts, Environmental Studies**  
Oberlin College

## CERTIFICATIONS/AFFILIATIONS

- \* American Institute of Certified Planners
- \* Urban Land Institute
- \* American Planning Association

## EXPERIENCE

**Mintier Harnish**  
Project Manager  
**Town of Danby, NY**  
Planning Intern  
**Tompkins County, NY**  
GIS Intern  
**The Cambridge Community Partnership**  
Research Assistant

## RECENT PROJECTS

- \* General plans for the Cities of Folsom, Gilroy, Hayward, West Sacramento, and South Lake Tahoe, and the Counties of Calaveras, Merced, San Joaquin, and San Benito
- \* Housing elements for the Cities of Folsom (x2), Galt, Hayward, Manteca, Sacramento, South Lake Tahoe, Stockton, Visalia, Union City, Walnut Creek, and the Counties of Calaveras, Placer (x2), Merced, San Joaquin, and Yolo
- \* Zoning Ordinance updates for Fresno County and Sierra County
- \* Regional Housing Needs Plans for StanCOG and TCAG
- \* Miscellaneous plans and studies:
  - City of Fresno Consolidated Plan
  - City of Madera Analysis of Impediments to Fair Housing Choice
  - Picayune Rancheria Tribal Hazard Mitigation Plan
  - Merced County Airport Land Use Compatibility Plan
  - San Joaquin Valley Blueprint Planners Toolkit



**Chelsey Norton** has seven years of experience as a planner in the public and private sectors. She specializes in the management and preparation of planning documents for public agency clients, with an emphasis on land use planning and policy, affordable housing policy, healthy community planning, and hazard mitigation planning. She has managed and/or prepared nearly 20 housing elements and a half-dozen general plans. Chelsey is a versatile planner that provides writing, research, and

technical support on a variety of projects, including zoning ordinance updates, hazard mitigation plans, airport land use plans, and HUD-required housing studies.

As a general plan specialist, Chelsey has worked on all aspects of the general plan update, including work program development, designing community engagement strategies, compiling existing conditions, drafting visions and guiding principles, developing land use scenario models, preparing general plan elements, overseeing preparation of environmental impact reports, and presenting to decision-makers. She has extensive experience in public outreach and consensus building, and has designed outreach strategies that incorporate web-based crowd-sourcing tools into the general plan update process. Chelsey has prepared unique general plan elements to meet the needs of individual communities, such as a Healthy Community Element for West Sacramento, and Air Quality and Water Elements for Merced County.

As a housing specialist, Chelsey has worked on the full spectrum of housing studies and plans for local agencies across California. She has managed or contributed to nearly 20 housing elements, all of which have been certified by the State Department of Housing and Community Development. She has prepared Regional Housing Needs Plans for regional councils of government in coordination with Sustainable Community Strategies. Chelsey provides follow-up support on policy implementation, including zoning code and general plan amendments, infill housing strategies, and special housing studies. Chelsey also provides technical assistance to cities and counties that receive assistance from HUD. She has given lectures and organized panel discussions on policy solutions for a sustainable housing market.

Chelsey holds a Master's Degree in Regional Planning from Cornell University and a Bachelor's Degree in Environmental Studies from Oberlin College.



## EDUCATION

### **Master of Science, Community Development**

University of California, Davis

### **Bachelor of Arts, Sociology**

University of California, Santa Cruz

## CERTIFICATIONS/AFFILIATIONS

- \* American Planning Association, California Chapter Member

## EXPERIENCE

### **Mintier Harnish**

Assistant Planner

### **City of Davis**

Planning Intern

### **State of California, Housing and**

### **Community Development Department**

UC Center Sacramento Scholar Intern

## PROJECTS

- \* General Plans for the Cities of Hayward, Folsom, Sacramento, South Lake Tahoe, and San Luis Obispo, and the Counties of Fresno, Merced, San Benito, San Joaquin, and Sierra
- \* Housing Elements for the Cities of Folsom, Sacramento, Hayward, and Walnut Creek, and the Counties of Yolo and Placer
- \* Folsom Inclusionary Housing Study
- \* Climate Action Plans for the City of Sacramento and KACAG
- \* Regional Transportation Plan/Sustainable Communities Strategies for StanCOG
- \* Mid-Valley Vision: Multimodal Corridor Alternatives
- \* South San Joaquin Irrigation District Municipal Services Review
- \* Merced Airport Land Use Compatibility Plan
- \* San Joaquin Valley Blueprint Roadmap and Planners Toolkit
- \* Broadway Vision Plan
- \* Sierra County Zoning Code
- \* Land Use Legislation Law Review



**Alexandra Holmqvist** has been a planner in the public and private sectors since 2009. She specializes in affordable housing policy, land use planning, and community development. Alexandra provides research, writing, design, and GIS support for a variety of projects, including general plan updates for the Cities of Hayward, Folsom, Sacramento, South Lake Tahoe, and San Luis Obispo, and the Counties of Fresno, Merced, San Benito, San Joaquin, and Sierra.

Alexandra has contributed to several other plans and projects, including Climate Action Plans for the City of Sacramento and the Kings County Association of Governments, the Mid-Valley Vision Plan, the Merced Airport Land Use Compatibility Plan, the South San Joaquin Irrigation District Municipal Services Review, the Broadway Vision Plan, the Sierra County Zoning Code, and the San Joaquin Valley Blueprint Roadmap and Planners Toolkit. Many of these projects required GIS and website support in addition to writing and design. Alexandra completed an Inclusionary Housing Study for the City of Folsom and is currently working on Housing Element Updates for the Cities of Folsom, Sacramento, Hayward, and Walnut Creek, and the Counties of Yolo and Placer.

In 2009 Alexandra was a table host at the Statewide Regional Blueprint Summit in Sacramento, which focused on addressing new growth in response to SB 375 and AB 32 requirements. Alexandra was part of a small group of students at UC Davis that served as a consultant for the Coalition for Regional Equity (CORE). The team conducted an evaluation of transit equity related to Sacramento Regional Transit by using GIS analysis and presented these findings at a special Board meeting.

Prior to working for Mintier Harnish, Alexandra was a Planning Intern for the City of Davis, where she processed planning applications, assisted with zoning code updates, and developed bicycle planning projects. Alexandra also worked as a UC Center Sacramento Scholar Intern for the State Housing and Community Development Department, where she assisted in the collection and analysis of data necessary to update the Statewide Housing Plan and analyzed proposed community development and land use legislation.

At the University of California, Davis, Alexandra used both statistical and GIS analysis in her Master's thesis, which evaluated whether the City of Davis inclusionary housing policy influenced economic and racial integration or facilitated access to social services. A poster discussing the paper was featured in the 2011 *Interdisciplinary Graduate and Professional Symposium* at UC Davis.

Alexandra holds a Master's Degree in Community Development from the University of California, Davis, and a Bachelor's Degree in Sociology from the University of California, Santa Cruz.



September 13, 2013

Gabe Armstrong, Interim City Manager  
**CITY OF COLFAX**  
P O Box 702  
Colfax, CA 95713

**RE: HOUSING ELEMENT UPDATE**

Dear Mr. Armstrong:

PMC is pleased to provide you with some options for assisting you with your next Housing Element update. PMC has the staff and resources available to help City staff prepare a Housing Element that can be certified by the California Department of Housing and Community Development (HCD).

PMC's Housing Team has extensive knowledge and experience developing Housing Elements for California jurisdictions of all sizes and budgets. Our team prepared approximately 44 Housing Elements from start to finish on limited budgets during the 2008 and 2009 update cycles. Through these experiences, we have been able to work with most of the HCD reviewers and are able to interpret state law as it applies to getting your document certified.

PMC recognizes that budgets are constrained and housing and planning staffs are challenged with work and deadlines these days. For that reason, we can offer several different services to assist with updating your Housing Element.

**SCOPE OF WORK OPTIONS**

PMC has provided the City with four options for completing the Housing Element update and estimated cost ranges per option. Depending on the City's needs a detailed scope and budget will be prepared.

**OPTION 1 HOUSING ELEMENT REVIEW AND RECOMMENDATIONS**

Prior to updating your Housing Element, PMC's Housing Team can provide you with a framework for updating your document to ensure all state law requirements, including new legislation, are addressed in a manner consistent with HCD's expectations. This option includes a cursory review of the City's existing Housing Element and memorandum with recommendations for how to proceed with the update.

**Estimated Cost: \$3,500 - \$4,800**

#### **OPTION 2      PREPARE ENTIRE HOUSING ELEMENT UPDATE**

We recognize that some Planning Departments have few or no staff, and we can provide a comprehensive update with limited time commitments from your staff members. PMC will prepare the Housing Element in a concise, attractive, and easy-to-read format, suitable for printing and publishing online. This task will also include an environmental review (Initial Study/Negative Declaration or Initial Study/Mitigated Negative Declaration) and two (2) public meetings. PMC would provide electronic copies of the administrative and public review drafts and one (1) print-ready hard copy of the final Housing Element and one (1) copy on CD ROM.

A sample scope of work is included below. **Tasks 1 through 9** would be completed by PMC.

**Estimated Cost: \$30,965 - \$35,345**

#### **OPTION 3      PREPARE SPECIFIC SECTIONS OF HOUSING ELEMENT**

PMC offers this option to prepare only certain sections of the update. PMC can work with City staff and make this a team effort to complete the Housing Element update. PMC would take the lead and discuss with City staff the sections to be completed. PMC would provide a framework of necessary updates in each section to make this very simple for City staff to complete. PMC will provide the format for the document and provide drafts to the City for review.

Typically, we divide the element into the following sections: Review of the Previous Element's Programs (Review and Revise), Housing Needs Assessment (includes demographic, household, and housing data), Constraints and Resources and Adequate Sites Inventory, Goals, Policies, and Programs, and the environmental review. From past experience, the best sections for City staff to prepare are the Review of Previous and data gathering for the Housing Needs Assessment sections, Land Inventory and Environmental Review. PMC would provide electronic copies of the administrative and public review drafts and one (1) print-ready hard copy of the final Housing Element and one (1) copy on CD ROM.

PMC is available to work with City staff to determine the best approach to dividing up the tasks to be completed.

**Estimated Cost: \$18,770 - \$22,003**

#### **OPTION 4      ASSISTANCE WITH HCD REVIEW**

With this option, our work begins after a draft Housing Element update has been submitted to HCD and a comment letter has been received. We will take the letter, "interpret" the comments, and make necessary revisions that will help the City get a compliance letter from your reviewer prior to adopting the element. PMC will respond to one set of written questions and comments received from HCD in their findings letter with one follow-up response to clarify any additional comments through an additional 60-day review period if necessary. All changes that are required to the draft Housing Element as a result of HCD comments will be incorporated into the document in a strikethrough format and presented to City staff for their approval. PMC has substantial experience working with HCD and has great working relationships with the Housing Element reviewers.

**Proposed Cost: \$6,800 - \$7,200**

## **SAMPLE HOUSING ELEMENT SCOPE OF WORK**

### **TASK 1 PROJECT INITIATION**

PMC will initially meet with City staff to review the scope of work, collect information sources, and finalize the project schedule and work plan. PMC will then review all relevant data for the project, including project files, previous technical studies, the current General Plan and Housing Element, and other documents. PMC will prepare an outline of the proposed Housing Element update for review by City. PMC would also take this opportunity to discuss the best methods for ensuring regular communication.

PMC will provide the City with a list of data and information needed from the City to kick off the project. This memorandum of data items will be forwarded to the City prior to the project kickoff meeting.

### **TASK 2 REVIEW OF EFFECTIVENESS OF THE EXISTING HOUSING PROGRAMS**

State law requires the review of the effectiveness of the current Housing Element, including (1) actual results of the current element compared to its goals, policies, and programs (Sec. 65588(a)(2)); (2) significant differences between what objectives and planned activities are in the element and what was achieved (Sec. 65588(a)(3)); and (3) how the policies and implementation programs of the updated element incorporated what was learned from the prior element (Sec. 65588(a)(1)).

PMC can provide City staff with an HCD-approved template to assist in this process and will review this section to ensure it meets all of HCD's requirements. This evaluation, along with the public participation process and consultation with City staff, will provide the basis for the update to the goals, policies, and implementation programs of the Housing Element.

### **TASK 3 PUBLIC PARTICIPATION**

Meaningful community involvement and public education are critical to the ultimate success of the Housing Element. PMC can carry out a community outreach program consistent with state and federal laws that will include an outreach program to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders. All outreach can be designed for both English and Spanish speakers if needed. PMC will provide Web-ready versions of all documents for posting on the City's website, which will include current information regarding the schedule of the Housing Element, public meetings, drafts, and other pertinent data.

Depending on the City's preferred approach, we would recommend at least one workshop/study session prior to releasing a draft Housing Element and presenting the draft Housing Element at one Planning Commission and one City Council prior to submittal to HCD and then one final presentation to City Council for adoption.

#### **TASK 4           HOUSING NEEDS ASSESSMENT**

##### **Task 4.1           Population and Household Profile**

PMC will update the Housing Needs Assessment with 2010 Census information and incorporate any recent employment characteristics and trends as a basis for the formulation of housing policies and programs, pursuant to the requirements of Government Code Section 65583(a)(1).

##### **Task 4.2           Special Housing Needs**

PMC will ensure that all special needs populations that warrant particular attention are adequately addressed in the element. Such populations include large families, the elderly, female-headed households, persons with disabilities, homeless persons, and farm workers (Sec. 65583 (a)(6)).

##### **Task 4.3           Extremely Low-Income Households**

In accordance with AB 2634, PMC will quantify owner and renter extremely low-income households and analyze the needs of those households. This analysis will consider household characteristics such as overpayment and overcrowding and evaluate housing and zoning available for extremely low-income households. PMC will also estimate the projected number of extremely low-income households for the planning period.

##### **Task 4.4           Housing Stock Characteristics**

PMC, with assistant from City staff will characterize the existing housing stock as a basis for conservation and rehabilitation policies and programs; also, information collected by the City's building and code enforcement divisions, local builders/developers, and housing service providers will be used to estimate the number of housing units needing rehabilitation or replacement (Sec. 65583(a)(2)). If the City would like to do an updated housing condition survey PMC can work with the City to determine the percentage of the housing stock to be surveyed and the appropriate study areas. PMC can prepare a separate supplemental scope and budget if this task is chosen.

##### **Task 4.5           At-Risk Units**

PMC will analyze assisted housing development at risk of converting to market-rate units within the Housing Element period because of insufficient cash flow to meet mortgage payments, the termination of subsidy contracts, or the expiration of use restrictions (Sec. 65583 (a)(8)).

##### **Task 4.6           Energy Conservation/Climate Change and Housing**

In response to SB375 PMC will include a summary of opportunities for energy conservation in residential development and provide any details on what programs the City is currently implementing to reduce greenhouse gas emission. We will also includes a discussion on planning and land use issues related to energy conservation and incorporate policies and programs addressing climate change.

#### **TASK 5           CONSTRAINTS**

PMC will analyze potential and actual governmental and non-governmental constraints to meet the identified housing needs (Sec. 65583(a)(4, 5)). Possible governmental constraints include land use controls, sensitive areas (e.g., wetlands, creeks, and floodplains), fees and exactions, permit processing procedures, and building codes and their enforcement. Non-governmental constraints may include availability of financing, cost of construction, and price of land. We will consider zoning and infrastructure constraints for specific sites identified in the land inventory and increased density viewpoints. PMC will propose ways to reduce non-governmental constraints.

#### **TASK 6            RESOURCES AND ADEQUATE SITES INVENTORY**

PMC suggests that City staff take the lead on preparing an inventory of vacant sites. We can assist by providing City staff with different options for meeting the RHNA, which will coincide with the City's overall planning strategy. PMC will analyze resources for meeting housing needs, including an adequate sites inventory and an inventory of financial resources (Sec. 65583 (a)(3)). PMC will work with City staff to complete an inventory of vacant land and other sites that may be suitable for residential development within the five-year planning period.

Sites will be considered for all income levels and special needs groups (i.e., single-family, multi-family, mixed-use, rental, ownership, mobile homes, manufactured housing, emergency shelter and transitional housing, and farm worker housing). Sites analyzed for residential development potential may include vacant sites (including those in the residential, commercial, and industrial zones), sites with potential for redevelopment, underutilized residential land, aging nonresidential uses suitable for redevelopment to residential use, and lands within the City's Sphere of Influence. The potential number, type(s), and affordability level of units that could be developed, availability of infrastructure, suitability for special needs population, and availability of public services for the identified sites will be noted.

#### **TASK 7            HOUSING PROGRAM**

PMC will work with City staff to present goals, policies, and quantified objectives to address identified housing needs and constraints, based on the information received from the public workshops and the needs identified in the Housing Needs Assessment. These policies will guide decision-making with regard to adequate sites for various types of housing and appropriate housing development for the City. Implementation programs will address all new state law requirements including addressing SB 812, in addition to actions that may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding, and will describe the specific steps, time frame, and City departments responsible for implementation.

#### **TASK 8            HCD CORRESPONDENCE**

PMC has established strong working relationships with HCD reviewers, and because PMC is located in close proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. PMC staff is very familiar with HCD's processes, HCD staff, and what steps need to be taken to assure Housing Element certification.

PMC will serve as the City's liaison to HCD. This service will include:

- Submittal of the draft Housing Element to HCD;
- Meetings and/or conference calls with HCD staff and City staff to discuss comments;
- Submission of the final draft to HCD for review and approval.

Upon submitting the draft Housing Element to HCD for a 60-day review, PMC will respond to one set of written questions and comments received from HCD in their findings letter with one follow-up response to clarify any additional comments through an additional 60-day review period if necessary. All changes that are required to the draft Housing Element as a result of HCD comments will be incorporated into the document in a strikethrough format and presented to City staff for their approval.



## **TASK 9 ENVIRONMENTAL REVIEW**

PMC proposes preparing an addendum to the existing General Plan EIR. Under this method, PMC would provide a written analysis explaining that the changes to the Housing Element are "...minor technical changes or additions and that none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR...have occurred." The City would adopt findings based on the addendum (or simply attach the addendum analysis to the resolution) at the time the Housing Element is considered.

We have used the addendum process for other Housing Elements. Assuming the housing needs do not exceed the unit potential the City presented in the General Plan, we believe an addendum would adequately address the potential environmental impacts. The level of analysis is dependent upon the extent of changes required by the Housing Element. The precise level of analysis will be determined when the draft of the Housing Element is under way. All final environmental documentation will be consistent with the California Environmental Quality Act (CEQA). However, if it is determined that an EIR is required, PMC will prepare a separate scope and budget for that effort.

## **PMC'S HOUSING TEAM**

### **JENNIFER GASTELUM, PROJECT MANAGER**

Jennifer Gastelum brings over thirteen years of experience that includes projects throughout California, Nevada, and Washington. Ms. Gastelum is experienced in managing the preparation of Housing Elements, Housing Needs Assessment Reports and Housing Condition Surveys, Consolidated Plans, and Affordable Housing Strategies and various affordable housing studies. Her most recent housing policy experience includes Housing Element updates for almost three dozen California cities.

Ms. Gastelum prepared a Regional Housing Strategy and Fair Share Housing Allocation Plan for Pierce County, Washington. Ms. Gastelum previously represented the City of Rancho Cordova at the Planners' Roundtable process to determine the Fair Share methodology and allocations for the multi-county Sacramento Area Council of Governments (SACOG). In addition, she developed Affordable Housing Best Practices Strategies for El Dorado County and Placer County, which included inclusionary housing recommendations and identifying zoning and infill incentives. Ms. Gastelum completed the CDBG Consolidated Plan for the City of Rancho Cordova in conjunction with the preparation of the Redevelopment Blight Assessment and Housing Element. She also assisted with the completion of the New Rochelle (New York) Consolidated Plan and recently managed the completion of the City of Monterey Consolidated Plan, Action Plan, and Analysis of Impediments updates, the City of Lancaster Consolidated Plan update, and State of Nevada Consolidated Plan.

### **AMY SINSHEIMER, AICP, SENIOR PLANNER**

Amy Sinsheimer has over 10 years of experience managing Housing Elements and zoning ordinance updates, preparing CEQA documents, and in other long-range planning. She regularly interfaces with clients and team members, coordinating work among PMC employees, and attending meetings, interviews, and public hearings. She has significant experience with public outreach, including for complex projects involving multiple agencies, stakeholders, and team members. Ms. Sinsheimer's responsibilities include marketing, proposal writing, research, writing, and review of documents. She prepared Housing Elements during the 3rd and 4th cycles and has worked closely with staff at HCD to achieve certification for her clients. Ms. Sinsheimer prepared Housing Elements during the 4th cycle for the cities of Benicia, Tulare, Pismo Beach, Grover Beach, Atascadero, Arroyo Grande, Richmond, Pacific Grove, and King City. She has also prepared Housing Element program implementation documents for the cities of Atascadero and Pismo Beach.

Currently, Ms. Sinsheimer is working on 5th round Housing Element updates for the cities of Davis, Marysville, South Lake Tahoe, Yreka, Yuba City, Montague, and Dunsmuir, and the counties of Yuba and Riverside.

**HOURLY RATES**

Staff	Hourly Rate
Jennifer Gastelum, Project Manager	\$135
Amy Sinsheimer, Senior Planner	\$105

When the City is ready to move forward with the Housing Element update, we are available to sit down and discuss a scope and budget that fits the City's needs. Please do not hesitate to call me with questions at (916) 231-2268.

Sincerely,

A handwritten signature in black ink, appearing to read 'JGastelum', followed by a long horizontal line.

Jennifer Gastelum  
Project Manager

# City of Colfax

Resolution No. 40 - 2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING & MANAGEMENT, INC. TO UPDATE THE CITY'S HOUSING ELEMENT**

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**Whereas**, the City is required by State Law to update its Housing Element within 120 days of October 31, 2013; and

**Whereas**, the City solicited three proposals from consultant firms who regularly prepare Housing Element Updates for local jurisdictions; and

**Whereas**, the City Council finds that it is in the best interest of the City to have its own planning staff assist the consultant firm where possible in an effort to save the City money; and

**Whereas**, the City Council finds that the September 13, 2013 proposal from Laurin Associates, a Division of Raney Planning & Management, Inc. ("Laurin Associates") in the amount of \$17,103 is the best option for the City for its Housing Element Update project; and

**Whereas**, it is proposed that the City Council authorize the City to enter into an Agreement for Services with Laurin Associates to update the City's Housing Element in a form encompassing the terms set forth in the proposal attached as Exhibit A;

**NOW THEREFORE, BE IT RESOLVED** by the City Council:

1. That the City, by and through its Interim City Manager, is hereby authorized to enter into an Agreement for Services with Laurin Associates to update the City's Housing Element, in a form encompassing the terms set forth in the proposal attached as Exhibit A;
2. That the City, by and through its Interim City Manager, is hereby authorized to conduct negotiations, execute documents, and take any other action with respect to the Agreement for Services consistent with this Resolution and its basic purpose;
3. That the City, by and through its Interim City Manager, is hereby authorized to appropriate, encumber and expend all funds required of it under the Agreement for Services;
4. That prior to execution, all contracts and agreements shall be reviewed and approved for form and legality by the City Attorney and a final copy shall be placed on file in the Office of the City Clerk.

**Passed and Adopted this 25<sup>th</sup> day of September, 2013 by the following roll call vote:**

**Ayes:**  
**Noes:**  
**Absent:**  
**Abstain:**

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**Donna L. Barkle, Mayor**

**ATTEST:**

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**Karen Pierce, City Clerk**



# STAFF REPORT TO THE COLFAX CITY COUNCIL

1DB

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FOR THE SEPTEMBER 25, 2013 COUNCIL MEETING

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**FROM:** Gabe Armstrong, Interim City Manager

**PREPARED:** September 4, 2013

**SUBJECT:** Conduct discussion regarding the City's standard form agreements

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**RECOMMENDED ACTION:** Conduct discussion and provide direction to staff

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**ISSUE STATEMENT AND DISCUSSION:**

Mayor Pro-Tem (Tony Hesch) requested a discussion about the City's standard contract and whether the City should require its use for all consultants hired by the City. The City's standard contract attached to this staff report along with a form supplied by the City Attorney from other jurisdictions.

**FINANCIAL AND/OR POLICY IMPLICATIONS:**

None.

**SUPPORTING DOCUMENTS:**

- A. The City's standard consultant contract
- B. Contract Form supplied by the City Attorney

**COMMITTEE RECOMMENDATION:**

This report was not discussed by any committee.

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Colfax, a municipal corporation of the State of California ("City") and \_\_\_\_\_ ("Consultant").

### RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

### **Section 2. Time of Completion.**

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

### **Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall

not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

#### **Section 5. Indemnification.**

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

#### **Section 6. Insurance.**

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the

subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
  - 1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
  - 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  - 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by



the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

## **Section 7. Subcontracts.**

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the

payment of any monies due to any such subcontractor except as otherwise is required by law.

#### **Section 8. Assignment.**

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

#### **Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

#### **Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

#### **Section 11. Suspension of Services.**

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

#### **Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this

Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

### **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be

awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

#### **Section 16. Compliance with Federal, State and Local Laws.**

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

#### **Section 17. Retention of Records.**

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

#### **Section 18. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

#### **Section 19. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

#### **Section 20. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

#### **Section 21. Time of the Essence.**

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

#### **Section 22. Written Notification.**

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City:

City of Colfax  
33 S. Main Street  
Colfax, CA 95713

If to Consultant:

**Section 23. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY

CONSULTANT

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# DRAFT

## CITY OF COLFAX

### CONSULTANT SERVICES AGREEMENT

WITH \_\_\_\_\_  
TO PROVIDE \_\_\_\_\_ SERVICES

This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin \_\_\_\_\_, 2009
3. Payment. Exhibit B is the negotiated Fee Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth, but in no event shall costs exceed \$\_\_\_\_\_ without prior written City approval.
4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. Time for Performance. Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
8. Conflict of Interest. Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been

employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

Executed as of the day first above stated.

\_\_\_\_\_  
A California Corporation

CITY OF COLFAX  
A Municipal Corporation

\_\_\_\_\_  
Bruce Kranz, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Pierce, City Clerk

\_\_\_\_\_  
City Attorney



# **CONSULTANT SERVICES AGREEMENT**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

# **CONSULTANT SERVICES AGREEMENT**

## **EXHIBIT B**

### **TIME AND MANNER OF PAYMENT**

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT C

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of city. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses, Permits, etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant hereby agrees to indemnify and hold harmless the City from and against any and all liability, to the extent actually caused by Consultant, arising out of the negligent acts, errors or omissions of Consultant relating to this Agreement.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.

A. General Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

B. Automobile Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- ✓ The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
- ✓ Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

C. Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or subconsultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.

D. Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager and/or City Engineer are the representative of the City and will administer this Agreement for the city.
12. Termination This Agreement may be canceled upon 30 days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.
14. Ownership of Information It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

### MEDIATION/ARBITRATION OF DISPUTES

Any controversy between the parties involving the construction, application or performance of any of the terms, provisions or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration.

If the mediation is unsuccessful, either party may, within five (5) days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et seq. of the California Code of Civil Procedure.

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing.

Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay its share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS



PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial:                      City                      Consultant                      \_\_\_\_\_

15. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
17. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

END



# STAFF REPORT TO THE COLFAX CITY COUNCIL

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FOR THE September 25, 2013 COUNCIL MEETING

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**FROM:** Gabe Armstrong, Interim City Manager  
Alfred A. "Mick" Cabral, City Attorney

**PREPARED:** August 21, 2013

**SUBJECT:** Conduct Discussion And Provide Direction To Staff Regarding Proposed Council Rules  
Of Procedure

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**RECOMMENDED ACTION:** Staff recommends that the Council discuss the proposed rules of procedure and provide direction to staff.

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## ISSUE STATEMENT AND DISCUSSION:

California cities are classified as general law cities or as charter cities. Colfax is a general law city organized as authorized by Government Code §34102. General law cities are subject to all constraints imposed by the general law of California.

Government Code §36813 allows the Council to establish rules for the conduct of its proceedings. The same statute permits the Council to punish a member of the Council or any other person for disorderly behavior at a meeting.

The law imposes few restrictions on the actual rules the Council can adopt for the conduct of its proceedings. The restrictions that exist are fairly obvious. For example, Government Code §54954 requires the Council to hold at least one regular meeting per month. The Council cannot adopt rules of procedure that allow for less than one regular meeting per month. The Brown Act governs the process for noticing and conducting meetings. The Council cannot adopt rules of procedure that modify the Brown Act's requirements. There are many similar examples. The relevant point is that the Council has considerable discretion to adopt local rules and is restrained only by the general statutory and case law applicable to the subject matter it proposes to locally regulate.

The rules of procedure submitted for consideration represent the first draft. Staff anticipates that every member of the Council, the City Attorney, staff and the public will suggest modifications and improvements to this initial draft. Therefore, this draft has been submitted for review and comment. The rules will be submitted for approval once all comments have been received and considered and Council is satisfied that they are appropriate adoption and implementation in Colfax.

**FINANCIAL AND/OR POLICY IMPLICATIONS**

Rules of procedure constitute a significant policy statement because, once adopted, they will govern many aspects of how the Council conducts its business. The draft rules warrant careful consideration before they are adopted.

**SUPPORTING DOCUMENTS**

City Council Rules of Procedures (Proposed – August 14, 2013)

**COMMITTEE RECOMMENDATION**

This report was not discussed by any committee.

**CITY COUNCIL  
RULES OF PROCEDURES  
Proposed – August 14, 2013**

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## 1. Authority

1.1 Charter: General Law of the State of California provides that the City of Colfax City Council may determine its own rules of procedure. The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

## 2. General Rules

2.1 Compelling Attendance: City Councilmembers are expected to attend all scheduled meetings. If absence is unavoidable, the City Manager or Mayor shall be notified as stated in Government Code Section 36513.

2.2 Ordinances: Confined to One Subject; Exceptions: No ordinance except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.

2.3 Right of Floor for Council Members: Any member desiring to speak shall be recognized by the Chair of the meeting (de facto Chair will be the currently sitting Mayor), or the council member assigned to act as Chair by majority voice vote of the attending City Council members, in the Mayor's absence, and shall confine his or her remarks to the subject under consideration or to be considered.

2.4 Right of Floor for Staff: The chair will be attentive to staff's desire to provide professional advice and recommendations.

2.5 Right of Floor for Public: Members of the public wishing to comment must go to the podium to speak from the microphone at appropriately defined public comment periods during the meeting. All parties speaking shall present comments with courtesy and respect for all others attending the meeting.

- Persons wishing to speak must announce their name and address.
- The City Council will listen with respect and an open mind.
- Council responses to speakers will be as follows:
  - 1) Short answers by Council or staff as appropriate; or
  - 2) Item is directed to staff for later action/follow-up; or
  - 3) Item is placed on a future agenda
- Conversation between the public and staff or the City Council will not be allowed.
- A 3-minute time limit per speaker shall be enforced when there are numerous speakers addressing a single agenda item.

2.6 City Manager: The City Manager shall attend all meetings of the Council unless excused. The City Manager shall designate at his/her discretion, staff representative to Subcommittees and Commissions meetings.

2.7 City Attorney: The City Attorney shall attend all regular meetings of the Council unless excused by the Mayor and shall attend special meetings and workshops upon request. The City Attorney shall act as the Council's parliamentarian.

2.8 City Clerk: The City Clerk or his/her delegate shall attend all meetings of the Council unless excused and shall keep the official journal (minutes) and perform such other duties as may be requested by the Council.

2.9 Officers and Employees: Staff of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Manager or Mayor.

2.10 Rules of Order: "Roberts Rules of Order" shall be adopted and govern the proceedings of Council Meetings where they are not in conflict with these rules.

### 3. Types of Meetings:

3.1 Regular Meeting: The Council shall meet in the Council Chambers for regular meetings. Open session Council Meetings are to commence at 7:00 p.m., on the second and fourth Wednesday of each month, unless otherwise specified in advance.

3.2 Special Meetings: Special meetings may be called by the Mayor or by a majority of the members of the Council. The city manager shall make a finding that the issue cannot wait until the next regular meeting and/or the issue is so important and extensive that it should be discussed at a special meeting dedicated to the item. The call for a special meeting shall be filed with the City Clerk in written form, except that an announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, the hour, and the location of the special meeting and shall list the subject or subjects to be considered. No special meeting shall be held until at least forty-eight (48) hours after the call is issued. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or an incident thereto.

3.3. Emergency Meetings: An emergency meeting may be called when the Council determines that an emergency situation exists. At least one hour prior to the meeting, telephonic notice must be provided to all Council Members as well as all media outlets, which have requested that they receive notice of special meetings called pursuant to Government Code Section 54956. Emergency meetings may not be held in closed session per Government Code Section 54956.5.

3.4 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next Regular Meeting.

3.5 Study Sessions: The Council may meet informally in Study Sessions (open to the public), at the call of the Mayor or a majority of the Council. Any Study Session shall be noticed and

conducted in the same manner as a regular council meeting. A study session is for discussion only; no action can be taken by the Council.

3.6 Executive Sessions: Executive Sessions or closed meetings may be held in accordance with the provisions of the Brown Act. Topics that may be discussed would be: (1) Personnel matters, (2) Consideration of acquisitions of property for public purposes, (3) Potential or pending litigations in which the City has in interest. Final action taken on a matter in closed session must be reported out orally upon reconvening in open session. A written summary of final action taken shall be included as an agenda item at the next regularly scheduled council meeting.

3.7 Adjournment of Meetings: All City Council Meetings shall end at 12:00 a.m. with no new business beginning after 11:30 p.m. Agenda items, which have commenced consideration before the 12:00 hour, shall be completed prior to adjournment. Upon completion of that item the meeting shall be adjourned.

#### 4. Chairman and Duties

4.1 Chair: The Chair of City Council meetings shall be the Mayor, and in his/her absence, the Mayor Pro-Tem, or other mutually agreed upon appointee by the Council. In the event of a disagreement regarding choosing the Chair, nominations and roll-call votes will choose the chair by majority vote of the Council.

4.2 Call to Order: The Chair shall call the meetings of the Council to order. In the absence of both the Mayor and Mayor Pro-Tem, the senior Council Member who shall act as the temporary Chair shall call the meeting to order such that, if necessary, a new chair can be chosen immediately as described in section 4.1 above.

4.3 Preservation of Order: The Mayor shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives, and confine members in debate to the question under discussion.

4.4 Points of Order: The Mayor shall determine all points of order, subject to the right of any member to request a vote of the entire City Council on the questions whether the determination of the Mayor should be sustained.

4.5 Questions to be stated: The Mayor shall re-state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member.

4.6 Substitution for Chair: The Mayor may call on the Mayor Pro-Tem, or other Council Member, to temporarily chair the meeting in order to take part in debate, to make a motion, or to cover a temporary absence. Such substitution should not continue beyond adjournment.

4.7 Rights of Council to Discipline: Any deliberate assembly has the inherent right to make and enforce its own laws and to enforce its own rules and laws, including the discipline of a member of the deliberative body.



The City Council shall have a right to discipline, censure and punish a member where a standard majority of the Council finds that actions of a member are arbitrary and conspiring to the detriment of the City of Colfax. Such discipline, after the Council duly notices and publicly conducts its investigation can include, public censure, civil charges and in grave or extreme cases recommendation to the Colfax citizens at large for the removal of a sitting Council Member.

4.8 City Council Leadership and Expectations: It is the policy and practice of the City Council that each year the City Council shall select a Mayor and Mayor Pro-Tem. These positions shall be filled exclusively by fully and duly elected Council Members, and then by total vote count each received during each Council Member's most recent public election as confirmed by the City Clerk, and rotated in such a way that the elected Council Members have an opportunity to serve as Mayor within five (5) years. A Council Member shall serve in the position of Mayor for a term of one (1) year.

4.8.1 Inability to Serve as Mayor or Mayor Pro-Tem: In the event of a death, removal from office, extreme illness, or abdication, the City Council shall determine who shall serve as the Mayor or Mayor Pro-Tem for the term vacated based upon the rotation described in 4.8 above.

4.8.2 Appointment of Mayor Pro-Tem to Mayor: Upon completion of term as Mayor Pro-Tem, City Council shall appoint the Mayor Pro-Tem as Mayor for a term of one (1) year insofar as that appointment is consistent with 4.8 above.

4.8.3 The policy and practice for selection of Mayor and Mayor Pro-Tem provided in section 4.8, 4.8.1 and 4.8.2 above may be invoked to choose a new Mayor and Mayor Pro-Tem if ten or more percent (10%+) of the registered voters within the city limits of Colfax attend any regular meeting, and upon registering their name and address with the City Clerk, request such.

## 5. Orders of Business and Agenda

5.1 Order of Business: Shall be as in the agenda prepared by City Clerk as follows:

### Colfax City Council Agenda

1. Open Closed Session
  - a. Call To Order
  - b. Roll Call
2. Public Comment – Closed Session Items
3. Closed Session Agenda
4. Opening of Regular Session
  - a. Pledge of Allegiance
  - b. Roll Call
  - c. Announcement of action taken during Closed Session
  - d. Approval of Agenda Order
5. Council and Staff Reports

6. Consent Agenda
7. Presentations
8. Public Comment
9. Public Hearing
10. Council Business
11. Adjournment

5.2 Agenda: the City Clerk shall as contained in the Agenda prepare the order of business of each meeting. The Agenda and all Agenda related to be considered by the Council shall be delivered to members of the Council five calendar days prior to the meeting to which it pertains. The Agenda and all Agenda related reports shall be available on line, posted at identified public notice boards at City Hall and the Colfax Post Office, and distributed via email to any members of the public who request receipt of council agendas, five calendar days prior to the meeting to which it pertains. Any council member may request an agenda item through the City Manager, City Clerk and/or City Attorney.

5.2.1. Supplemental Agenda: A Supplemental Agenda and related materials may be distributed up to 72 hours before an agendaized meeting upon a finding by the Mayor and the City Manager that the materials or the matter to be on the agenda came to the attention of the city after the five day agenda required by 5.2 above had been published and made available.

5.3 Presentation by Members of Council: Matters that have not been placed on the agenda and do not relate directly to an agenda item shall not be discussed at a meeting by staff or members of the City Council, except that the Mayor and any Council Member may bring before the Council for scheduling any business or matter that is appropriate for future discussion. For the limited purpose of scheduling, the item may be described with enough sufficiency to allow the other members of the Council to determine whether the matter should be placed on a future agenda, and to set a date for future discussion.

5.4 Process for Addressing Agenda Items before the City Council

- Mayor reads the agenda item
- Staff presents their report
- Council questions staff
- Public Comments are heard
- Council discusses item
- A motion is made
- Final Council discussion
- Council votes or provides direction to Staff

5.5. Consent Calendar. The Consent Calendar is intended to allow the Council to approve multiple routine and non-controversial matters by motion, with no discussion required. Council

members, staff, and members of the public can ask that an item be removed from the Consent Calendar for discussion, prior to a vote being taken on the Consent Calendar items.

5.5.1 No Item shall be placed on the Consent Calendar if that item relates to a contract, or expenditure or financial obligation in excess of \$25,000.00. Any item involving a contract, expenditure or financial obligation in excess of \$25,000.00 must be scheduled as a regular agenda item with a staff report, and must be approved by separate resolution and a separate vote of the Council.

5.6 Contracts or Expenditures over \$500,000. Contracts or expenditures over \$500,000 shall be made available to the Council to study 14 days before the meeting on which the contract or expenditure is placed on the agenda. Facts and findings shall be made for the recommendation of approval of such expenditure or contract.

5.6.1 Bidding of Contracts. Competitive bidding (2 or more bids) shall be enforced on building as well as professional service contracts and consultants, unless staff can support facts and findings that no other provider is available who can perform the specialized work required.

5.7 Reading of Minutes: Minutes belong to the City Council. Unless a member of the Council requests a reading of the minutes of a Council meeting, such minutes may be approved without reading if the City Clerk previously furnished each member with a copy thereof. On Consent Calendar, approval of minutes shall be by a standard majority vote and items can be pulled for discussion and reinserted, or pulled for discussion and a separate vote taken.

## 6. Ordinances

6.1 Ordinances Deferred: Emergencies and Appropriations: Ordinances introduced/-read at a Council meeting shall not be formally acted upon until at least the next official meeting, except that urgency ordinances may be acted on immediately. A standard majority affirmative vote of the Council shall be required for the final passage of an urgency ordinance. Urgency is defined in Government Code Section 36937.

6.2 Reading by Title Only: Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Council requests a full reading of the ordinance.

6.3 Majority Vote Required: An affirmative vote of at least a majority of the members of the Council shall be necessary to pass an ordinance, but a resolution, motion, or any other proposition may be adopted by a majority voting on the issue except as otherwise specified by City Ordinance or the State Statutes. When any vote is called, each Council Member shall respond "yes (aye)," "no", "abstain", or "pass". Any Council Member who responds, "pass" will be given the opportunity at the end of the roll call to change their vote. Any "pass" response not changed shall be recorded as an abstention.

6.4 Tie Vote: In the event of a tie in votes on any motion, the motion shall be considered lost unless the chair votes for the affirmative. The chair may also cast a negative vote to make a tie and thus defeat the measure.

6.5 Requests for Preparation of Ordinances or Issuance of Legal Opinions: Any member of the City Council may request the City Manager to place the proposed adoption of an ordinance on the City Council agenda for discussion purposes. Upon direction by a Council Member, the City Attorney shall review proposed ordinances for consideration and adoption by the City Council. Upon direction by a Council Member, the City Attorney shall render legal opinions, either written or oral, on questions of law. Individual members of the City Council may consult with the City Attorney informally regarding legal issues pertaining to City business, but all legal inquiries requiring a substantial commitment of City Attorney time must be authorized by the City Council as a whole, except that an individual City Council member may request written legal advice regarding a potential conflict of interest which may affect that Council member's ability to participate in an upcoming decision. All written legal opinions and ordinances prepared by the City Attorney shall be provided to the City Manager, who shall distribute them to all members of the City Council so that they may be fully informed of the status of City affairs.

## 7. Creation of Committees, Boards and Commissions

7.1 Citizen Committees, Boards and Commissions: The Council may create committees, boards, sub-committees and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify which are consistent with the City Code.

7.2 Membership and Selections: Membership and selection of members shall be appointed by the Mayor if not otherwise specified by the City Code. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the City Code.

7.3 Removal of Members of Boards and Commissions: The Council may remove any member of any board or commission which it has created or as created by the City Code by a vote of at least a majority of the Council.

7.4 Sub-Committees - Operation of City Council Sub-Committees: The City Council shall utilize the Sub-Committee process to assist the work of staff and to conduct preliminary policy evaluation for purpose of recommendation to the full City Council. Such Sub-Committee shall have no authority to resolve and act on policy issues and shall not act as a committee of the whole Council.

7.5 Citizen Advisory Boards: A citizen's advisory commission, along with a hired consultant, shall investigate and advise proactively the council on matters of serious integrity allegations, rather than allowing the matter to progress into an investigation by an outside law enforcement

agency or the grand jury. The findings and recommendations should then be made available to the public in a report and discussed openly in a city council meeting. A citizen's selection panel shall be formed to advise the council in choosing future city managers and city attorneys, as needed.

## 8. Citizens Rights

8.1 Public Comment: Any person desiring to address the Council, Commission, Subcommittee or other established body shall first be recognized by the Chair and shall announce their name and address prior to making comment. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council.

8.2 Time Limits on Speakers: Disruptive Conduct: The Chair may establish reasonable limits on the amount of time allocated for public testimony on particular issues and for each individual speakers. Speaker time limits should be uniformly applied, so that all members of the public speaking to a particular item receive the same amount of speaking time. The Council shall not set arbitrary time limits, or limit speaker time or grant additional speaker time based on who is speaking or what the speaker has to say.

In addition, The Mayor may rule a speaker to be out of order if that speaker engages in disorderly conduct which disrupts, disturbs or otherwise is disruptive and impedes the orderly conduct of City Council business. A public speaker may be ruled out of order for, among other things; a) uttering loud, threatening, personal or abusive language, continuously interrupting other speakers or speaking out of turn. ; b) by being unduly repetitious; c) by making comments which are not relevant to the City Council's business; or d) by making any superfluous demonstration deemed to be made predominately for the embarrassment of any citizen, staff, or Council Member by any of the same.

8.3 Reading of Protests: Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council, if a majority of the Council present agrees to let them be heard.

8.4 Mayor May Appoint a Committee or Refer Citizen's Complaints: The Mayor may appoint a committee of two members of the City Council to hear Citizens' complaints as the same are referred thereto by the Mayor or may refer Citizens' complaints to an Executive Session of the City Council, whenever the subject meets the criteria specified in the Brown Act. If an appropriate committee of two members of the City Council already exist that properly relates to the subject matter of Citizens' Complaints, the matter may be instead referred to that extant committee as deemed appropriate by the Mayor.

8.5 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's

business or over which the Council has control at anytime by direct mail, email, or by addressing the City Clerk and copies will be distributed to the Council Members.

## 9. Amendments

9.1 Amendment of These Rules: These rules may be amended, or new rules adopted, by a super majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

## 10. Rules of Conduct

10.1 Council Members should be prepared to attend all meetings of the City Council.

10.2 Council Members should prepare themselves for all meetings by reading and reviewing the material provided to them.

10.3 Members of the City Council should be aware that all information covered in Closed Session is confidential and not for public discussion.

10.4 Council Members are encouraged to set up appointments with the City Manager, Department Heads and staff, if possible. Section 2-3.105 of the Municipal Code should always be considered when working with staff at City Hall.

10.5 Council Members conduct when attending meetings, as a representative of the City of Colfax, should always reflect the highest standards.

10.6 Members of the City Council should remember that they are representing the City of Colfax when attending events, not just themselves. The City Manager shall be advised of any speaking engagement at which a Council Member will speak about City Business within 48 hours of that engagement. The City Manager shall inform the remainder of City Council of those engagements. Council Members should also be aware that, contrary to any verbal disclaimers, audience members will still frequently attribute any personal views of City Business and an opinion of the City of Colfax or of the majority of City Council. In that regard, Council Members should maintain awareness of that likelihood and act with appropriate discretion.